

50

A HISTORY

OF THE

PRIVATE, POLITICAL, AND OFFICIAL

VILLANIES

OF

FERNANDO WOOD.

TO BROWN, BROTHERS & Co.,
GOODHUE & Co.,
GEORGE DOUGLASS,
R. L. & A. STUART,
JACOB LITTLE,
SCHUYLER LIVINGSTON,
MATHEW MORGAN,
R. H. WINSLOW,
ROYAL PHELPS,
DECOPPET & Co.,
FLETCHER HARPER,
WM. H. MACY,
L. C. CLARK,
THOMAS SMALL & SONS,

T. F. BULKLEY,
WM. B. ASTOR,
MOSES TAYLOR,
WATTS SHERMAN
WM. H. CARY,
A. B. NEILSON,
GEORGE NEWBOLD,
CHARLES A. MORGAN,
DAVID OGDEN,
COURTLANDT PALMER,
DANIEL DREW,
ISRAEL CORSE,
HORACE WALDO,
E. M. YOUNG.

GENTLEMEN:

There is not an individual, nor any number of individuals in this great commercial metropolis, to whom we could with greater propriety dedicate this work than yourselves. You are ardent and zealous in the advancement of the commercial interests of our city, and of the whole Union, and must deeply deplore every circumstance that tends to retard mercantile enterprise. You are careful to uphold the true dignity of your profession, and to encourage the legitimate exercise of its duties. Most of you are known extensively as men of fortune, whose wealth equals that of princes, and your munificence, liberality and charity have been on a scale as magnificent as the fortune you have acquired. It is, or should be, the pride of your life that you have amassed wealth by honest enterprise and upright

dealing, and not by fraud and oppression. We believe each of you have a reputation for integrity in business, and would positively refuse to employ, even in the humblest capacity, in your mercantile establishments, or other places of business, a man who had been guilty of the grossest frauds in the transaction of mercantile affairs. You would certainly refuse to become associated with, or to admit as a partner in your business, a man who had, in a former partnership, plundered his partner in every possible way that his ingenuity could devise, and whose frauds had been proven beyond a possibility of doubt.

Entertaining this opinion, we have dedicated this pamphlet to you. We wish you to peruse it candidly; and we the more expressly desire you to do so, because we observe in the public papers, of a recent date, that you have voluntarily urged the present Mayor of this city to consent to a reelection. The individual you thus have honored with your approbation is the hero of these pages. He, too, has been a merchant, and we have faithfully portrayed his admirable qualifications for mercantile pursuits. You have recommended him for Mayor, though not one of you would consent to employ him in your counting-house, when his true character becomes known to you. We are ignorant of the influences that have controlled your action in this matter. If, as men of great wealth, you expect to give direction to public sentiment in the politics of the city, in the movement you have made, you will find that you have been mistaken.

We shall print for your special perusal, 20,000 copies of this pamphlet, and at least three times that number for the 60,000 mechanics, artisans, and laboring classes of this city, who have at least as deep an interest in the election of honest public officials as the 28 merchants to whom we have dedicated this work, or the "83 OTHERS," who, it is alleged, have joined you in the urgent request that the present Mayor would consent to a reelection.

BY THE AUTHOR.

INTRODUCTION.

IN the following pages will be found a brief history of a series of mercantile frauds and villanies, and political and official wrongs, of the present Mayor of New-York. In recording them, we have not gone beyond the most undoubted and incontestable proof of their existence. We have not stated a fact, drawn an inference, or even imagined a single circumstance that has not been proven by testimony as strong as ever was given in a court of justice, and by men of as fair characters for truth and veracity, as ever were engaged in business in our city. The alleged frauds of Fernando Wood, are proven beyond a possibility of doubt. They stand on record, never to be effaced. No rebutting testimony has shaken the belief of any of the men who have investigated them legally. They are proven as plain as the sun of heaven at noonday, in an unclouded sky, both by direct and circumstantial evidence. No rogue ever resided within the walls of a State prison, or ever will, who was convicted of forgery by more unmistakable evidence, than that which was given to prove that Fernando Wood exhibited to Ed. E. Marvine, a fraudulent or forged bill of sale of the barque John W. Cater, and a forged letter purporting to have been received from T. O. Larkin of California. Yet Fernando Wood swore that such a charge against him was untrue! We will not argue what constitutes perjury in the legal sense of the term, but no one can doubt, after reading this pamphlet, and investigating the case for himself, that in a moral sense, Wood is guilty of both forgery and perjury!

The perpetrator of these frauds is now Mayor of this great commercial city, and a candidate for reëlection. His friends will again appeal to the voters of this city for support. He has the whole of the vast patronage of the city government to aid him, and no one knows how to use this power more adroitly. What a sad commentary upon the mercantile enterprise, business character, intelligence, and integrity of our people, his reëlection to the mayoralty would be! Those who supported him when ignorant of his frauds, may be excused. But now, when these villanies are proven, they can have no excuse for giving him their support.

If he, or those who may still believe him an honest man, feel aggrieved at the following statement of facts, there is now time before the election to show its falsity. If they can not do this, as honest men, having a desire to promote public and private morality, and preserve the reputation of our city, they will use every honorable effort to defeat his election.

What would be the effect upon the trade of our city, were all, or even a majority of our merchants, shown to be as devoid of mercantile integrity as Fernando Wood? Or what would be the effect upon the politics of our city, if all, or a majority of our leading politicians were proven to be as corrupt in business, private or official, as Mayor Wood? No people can long preserve a reputation for integrity, and no government can long be popular, where the perpetrators of such frauds

as those charged and proven against our Mayor, are elected to the highest offices. To suppose the reverse of this, is to admit that the majority of the voters are corrupt, or too ignorant to exercise the franchise with safety to the public welfare. We hope it will be long before this admission can be truthfully made in any part of this great and free republic.

High political excitement oftentimes leads to a close adhesion to party nominations; and the immense patronage of our city government, including a control over the entire police force, wielded by a tyrant hand, may force a nomination of the most corrupt man in the community. But we think the public mind will be aroused against Fernando Wood, to such an extent, that he will fail in his reëlection. His true character will be portrayed so vividly that he can not succeed.

When a candidate in 1854, he sought interviews with many whom he had a right to suppose would oppose him, as they knew much of his real character, and of the alleged frauds charged upon him. He endeavored to persuade them that he had been unjustly accused; but when finding that he could make no impression on their minds in this direction, he then appealed to them for forgiveness, and solicited them to give him an opportunity to redeem his character through his election to the mayoralty. He stated, in some instances, that he sought this high position chiefly to remove, by his good conduct in official position, the deep prejudices that existed against him. This appeal induced some to support him, who otherwise would not have done so. When arrayed against a single opponent, Wood was easily beaten, as was the case in 1850, when he was beaten by several thousand votes. But he saw in the mayoralty contest, in 1854, that there would be several candidates, and that if he could get the endorsement of the Democracy, or of the Seymour party, he could slip in by a plurality vote. He was right in his calculation.

But what effort did he make to redeem his character after he was elected? His policy at first was to be bold, and *seemingly* honest, Napoleonic in the style of his public documents. But no sooner had he begun to get the good opinion of some who had opposed his election, than he found it convenient, and to his interest, to take a stroll in the neighborhood of the sunken ship Joseph Walker, lying at the slip, foot of Dover Street, in which entombed craft he imagined he saw a second John W. Cater. The first draft he made on the city treasury, on account of this sunken treasure, was a contract with his friend *Jones* to raise her, for the snug little sum of \$13,000! He succeeded in getting a greater part of this amount out of the treasury, when the press got hold of the matter, and further drafts on this account were dishonored. But his friend Jones got some seven or eight thousand dollars on this fraudulent contract.

This showed that the express desire to reform, when once in the Mayoralty chair, was a mere pretense for the perpetration of other frauds, if possible on a more gigantic scale, where the city treasury, much larger than Marvin's capital, held the plunder. His whole conduct while Mayor, has shown that he is the same identical Fernando Wood, who converted a bill of 75 cents, into \$100.75, and rendered it to his partner, thus fraudulently altered, and received the one half of the fraudulent amount from him in the final settlement of their accounts. He is still the same Fernando Wood—grown probably more bold in villainy, by having the people's endorsement for the mayoralty—that he was when he exhibited a forged bill of sale for the barque John W. Cater, by which he plundered his partner out of \$4000! Elevation to high official position, has about the same effect upon his moral nature, as the sight of a fat pullet does upon the physical propensities and appetite of a hungry fox. Such is the character of Fernando Wood, the Mayor of

New-York, as will be conclusively shown in what follows. Read, and then say whether he is persecuted, or whether he stands condemned of the perpetration of the grossest frauds in private business affairs, and in his official career. The cry of persecution will not avail now. Here are the charges, and the evidence of their truth; they must stand until shown to be false.

The acts of a public man are properly subjects of close scrutiny. His general character for honesty and fair dealing may be properly referred to when up for office, or when holding one. A man who will aid in the elevation to office, of such a man as we have represented Mayor Wood to be, is a dangerous citizen. It is, therefore, the duty of every man to satisfy himself whether we have charged him wrongfully or whether we have told the truth. We have simply stated the irresistible convictions of our own mind, and, we feel assured, those of the mind of every man who has been engaged in the investigation of the legal proceedings which have been instituted in the cases referred to in this pamphlet. We feel satisfied that no candid mind can come to any other conclusion than that to which we have arrived, if they will investigate the matter.

H I S T O R Y .

WOOD'S FIRST NOMINATION FOR MAYOR IN 1850—HIS DEFEAT.

In 1850, Fernando Wood became a candidate for the Mayoralty. On the eve of the election, there was sent to the office of one of our city papers an astounding document, a copy of a complaint made by the assignees of Edward E. Marvin, in a suit then pending in the Superior Court in this city, in which Fernando Wood was defendant. In this complaint Wood was charged with gross frauds upon Marvin, perpetrated during a partnership that existed between them in 1848-9. The proprietor of the paper to which a copy of this complaint had been sent, refused to publish the document, unless he could be satisfied of its general truth. It so happened that many of the alleged frauds perpetrated by Wood were easily examined. Documents were placed in possession of the proprietor of the paper, and several of the merchants, of whom Wood had purchased goods on account of the partnership, were visited, and the bills which Wood had rendered his partner were compared with the books of the merchants, when it was found that the grossest frauds had been committed. Being thus fully satisfied of the truth of the alleged frauds, the complaint against Wood was published, with strong editorial comments. Though Wood was defeated badly for the Mayoralty, many voted for him who would not had they believed the charges against him. They were made on the eve of the election, and many, therefore, doubted as to their truth.

Mr. Wood managed to keep this case in court until he again became a candidate for the Mayoralty in 1854. Then, too, the charges were reiterated in one of our city papers, but, unfortunately, their publication was again deferred until within a day or two of the election. Though much proof of the alleged frauds then existed, they were published in a paper not read by the masses, and, therefore, did not have that extensive circulation they should have had. This time, although Wood ran several thousand behind his ticket, there were so many opposing candidates to divide his opponents, that he slipped into the Mayoralty chair by a small plurality. The Seymour ticket was popular, as we all remember, and Wood was adroit enough

to identify himself with the success of that ticket, and was consequently elected. His official career while Mayor will be reviewed by one competent to perform the task. It is now being prepared for publication. The following pages relate more particularly to the deep villainy of Fernando Wood in those relations of life where honor and integrity shine with peculiar lustre, and where villainy has even a blacker aspect than when practised in official positions.

THE SECRET POLITICAL MASKED ORGANIZATIONS GOT UP BY MAYOR WOOD.

It is now about twenty years ago when Fernando Wood first became an aspiring and ambitious politician in this city. In 1840, he succeeded in being nominated and elected to Congress. For the purpose of securing the nomination, he organized a secret political association, composed of five members from each ward. This secret body met at No. 44 Chatham street, and all the members wore *masks*, and were sworn to the most profound secrecy. The form of the oath is now in possession of Mayor Wood, and is drawn up in language something resembling the oath which Morgan had published as that taken by Masons, a few years before our "model" Mayor came to this city to reside. The initiatory oath of this masked association was comparatively harmless to the one taken just before the candidate entered the inner temple at 44 Chatham street. The candidate for admission was blindfolded when he entered the room. His mask was so constructed that all was total darkness to him. All that transpired at these meetings were kept a most profound secret. Those who spoke disguised their voice so that they should not be recognized.

Several of our most respected and influential citizens were induced to join this masked secret organization, believing that the interests of the Democratic party were the object. Men of means were placed on the Finance and other important Committees.

Two of the five members from each ward were chosen to organize other associations in the city. For this purpose they were associated with three persons from each ward, not members of the association, and entirely ignorant of the existence of such a secret masked body. By these means a great variety of associations were formed, all of which were controlled by the central, secret, masked body, of which Fernando Wood was the originator.

The machinery was all in perfect order, and the design was to control all the nominations of the party in the city. It operated with a power unseen and unfelt by all the outsiders in the party. When Tammany Hall opened its doors to the nominating convention chosen by this secret, masked organization, so admirably was every thing arranged, that on the first ballot for members of Assembly, of which there were thirteen, chosen by general ticket, twelve were nominated nearly unanimous; and the other candidate of this masked organization was nominated on the next ballot. Wood was nominated for Congress, and nearly every man that he desired was successful. The outside Democrats could not tell how the thing was done, nor who did it. But it *was* done.

At the head of this singular organization was the man who is now Mayor of the city, and who asks to be reelected. Several persons joined it without knowing or supposing that so many ridiculous features marked an entrance to it, or that its object was to give Fernando Wood the power to make all the nominations. Many, when they found out the object, were disgusted, and withdrew.

A similar association, except the masks, was recently organized by the Mayor to compel his renomination, and also to control every nomination made or to be made by the Democratic party this Fall. In this association none were admitted but those who were the friends of the Mayor, and many of them were his appointees to office, and quite a number members of the police, a body of men which the Mayor has publicly avowed should not mingle or take an active part in the politics of the city. In this movement the Mayor has so far been successful, although he has called forth an opposition in the ranks of the Democratic party that bids fair to insure his defeat at the polls.

**THE CELEBRATED PARTNERSHIP FRAUDS OF OUR "MODEL" MAYOR—
THE MARVINE CASE—A FORGED BILL OF SALE—TWO FORGED LETTERS
—A SCORE AND MORE OF FRAUDULENT ALTERATIONS OF BILLS AND
VOUCHERS—UNPARALLELED VILLAINY IN MERCANTILE LIFE.**

In the latter part of the year 1848, Fernando Wood designed sending to California a quantity of merchandise. The gold discoveries on the Pacific coast were then just beginning to excite the cupidity of our merchants and others, and Mr. Wood designed to be among the first to make his fortune in the California trade. Not being overstocked with cash at that period of his life, he very naturally looked about him to find pecuniary means to aid in the enterprise. He thought of his friend Edward E. Marvine, then residing in this city, who had been an old merchant, had retired from business many years, was worth about \$100,000, and had good credit with merchants who knew him. Between Wood and Marvine there existed a relationship, and a warm personal friendship. Under these circumstances our hero, the present Mayor of New-York, wended his way one evening, in the latter part of the year 1848, to the residence of Marvine, then living in one of our up-town streets. He briefly opened upon the object of his visit, but was told that, in consequence of some friends who had called that evening to see Mr. Marvine on a social visit, some other opportunity must be embraced by Mr. Wood to develop more fully his scheme of making a fortune in the California trade. The time and place for a second interview was agreed upon. At this interview Mr. Wood was fully prepared with a glowing statement, proving conclusively that if Marvine would join him in the enterprise, a large fortune would surely result. To convince Marvine of the success of the enterprise, he showed a letter purporting to be from T. O. Larkin, then residing in California in the capacity of government agent. In this letter Mr. Wood was strongly urged to send out a quantity of merchandise to California. Accompanying the letter was a memorandum which named many of the articles that should be sent as most suitable to the market at that time. In this letter, which was dated in July, 1848, it was stated that the pretended writer, Mr. T. O. Larkin, was greatly indebted to Mr. Wood, for important favors shown him, and that he would like an opportunity to return those favors, and that this was the first time he had had the means to repay the obligation. Mr. Wood was urged in this forged letter to ship some \$10,000 worth of goods to the California market, and he was told in it that he would realize \$100,000 profit on the shipment.

At that time Mr. Marvine had no reason to believe that this letter was a forged document, got up by Wood to induce him to enter into partnership with him. But such was its real character! Marvine confided in the truth of the representations made by Wood, and acceded to the proposal of partnership.

But before the partnership agreement was drawn up, Mr. Wood desired to perpetrate another fraud on Marvine. He had purchased an old barque, the "John W. Cater," for \$4000. He proposed that Marvine should purchase the one half of this barque, and that the goods for the California market should be shipped in her. He stated that the barque cost him \$12,000, and that he had just paid that amount for her in cash. He said he would sell to Marvine the one half of said barque for \$6000. Not finding Mr. Marvine so ready and desirous to purchase the one half of the barque as he supposed, and fearing that the reason of his hesitation arose from some doubts about the value of the vessel, or as to the price Wood said he paid for it, he, Wood, invented a plan to remove these supposed objections. To do this it was necessary to introduce another forged document, in the shape of a bill of sale, purporting to be the original instrument by which the barque had been conveyed to Wood, by its former owners. In this forged bill of sale the cost price of the barque was stated at \$12,000, and her age not over eleven years. Not for a moment supposing that Wood had prepared a false bill of sale, Marvine purchased the one half of said barque, at the price of \$6000.

These preliminaries being settled, the partnership agreement was drawn up and signed. In this agreement, the sale and purchase of one half of the barque, the price paid for it, and the manner of payment, were described. The parties also agreed to purchase \$20,000 worth of goods to be shipped on board of her, each

party paying \$10,000. It was further agreed that Wood should make all the purchases, keep a correct account of their cost, and of all the disbursements, and also the receipts of such moneys as may have been derived from passengers before the departure of the barque. When the goods were sold the returns were to be equally divided between the parties, so soon as they could be received in this city. Afterwards, it was agreed to increase the goods shipped from \$20,000 to \$26,000.

Such was the nature of the agreement between the parties, brought about entirely by the false representations and forged documents exhibited by Wood.

The barque was laden, and she sailed on the 19th day of October, 1848. Mr. Wood, two days afterwards, rendered to Marvine an account of the disbursements which had been made under the agreement, for fitting out the cargo of said vessel, and for the purchase of the ship's stores and supplies. This balance-sheet, or account, was prepared by Wood himself, in his own hand-writing, and to which he appended his name. At the time he rendered this account he also furnished to Marvine the original bills, invoices, and vouchers, taken from the parties of whom purchases had been made, and to whom the barque had become indebted. These original bills and vouchers corresponded with the account rendered by Wood. Believing all to be correct, Marvine settled with Wood. He did not then suppose that Wood had with his own hand altered nearly every one of the bills. He saw interlineations and alterations in the bills, which changes appeared to have been made in Wood's own handwriting, but he was not then prepared to believe that Fernando Wood could have actually perpetrated such a wholesale forgery of accounts. Wood asserted that all the vouchers and bills were original, made out by the parties to whom he paid moneys on account of the joint enterprise, and so Marvine paid one half of the account rendered.

But after this settlement suspicions began to harass the mind of Marvine, that all was not right. He exhibited these bills and vouchers to a mercantile friend; true copies of them were prepared, and these copies had placed on them the initials of his friend. Marvine began to inquire of the merchants and others to whom the barque had become indebted. On the very threshold of this inquiry there was unfolded to his view a systematic series of frauds, forgeries, and villanies, without a parallel in the history of mercantile partnerships. The bills and vouchers rendered by Wood to Marvine were in many instances more than double in amount of the actual price paid for them! Bills were rendered, as it afterwards appeared, for goods never shipped, or never put on board of the barque. In a few words, the true bills were horribly mutilated by Wood, in a manner clearly showing that he had no other object in view than that of swindling his partner.

After various ineffectual efforts to settle the matter with Wood, a suit was instituted in the Superior Court, for the recovery of some six or seven thousand dollars, which was about the extent of the frauds or overcharges that Marvine had then discovered. It was subsequently agreed to refer the matter, and the Court appointed three referees to try the case. It is but recently that the referees gave a unanimous decision against Wood; judgment and costs amounting to about \$15,000, about the one half of which is costs. The case was decided against Wood on every point, by evidence so clear and convincing that none could doubt. During the investigation, other frauds of Wood, not previously known to Marvine, were developed. But as he had not included them in his original complaint, and as they formed no part of the pleadings, he could not be benefited by the new developments of fraud and forgery on the trial before the referees.

Now, the reader may naturally ask, Where is your proof of these astounding facts, frauds, or forgeries? We must give enough of this proof to satisfy any fair man. To give the whole case would occupy at least some three hundred pages of the size of those in this pamphlet. But we will give enough of it to remove all doubt from the mind of the reader, as to the forgeries and perjuries of Fernando Wood, the present Mayor of New-York.

What was the first allegation of fraud in this matter? From the pleadings which are sworn to by both parties, and which are composed of the plaintiffs' complaint, and the answer of the defendant, we find that it is alleged on the part of the plaintiffs, that Wood, in order to induce Marvine to become his partner, exhibited a forged letter, purporting to have been written by T. O. Larkin, of California. Wood denies this, under oath, in his answer.

Now, if some four or five respectable men come upon the stand and swear that Wood exhibited such a letter to them, and that, in some instances, Marvinne was present; and if T. O. Larkin also comes upon the stand and swears that he never wrote such a letter, nor did he ever write *any* letter to Mr. Wood, nor even know him at that time, we suppose, under such circumstances, no sane man will doubt that Wood *did* show such a letter, and that the plaintiffs' oath is true, and the defendant's oath is false.

EXTRACTS FROM TESTIMONY AS TO THE EXHIBITION OF THE FORGED LETTER
FROM T. O. LARKIN.

Henry A. Smyth's testimony.—I am a merchant in this city; I was present at an interview between Wood and Marvinne, in the fall of 1848; it was at my store, 31 Broad street; the conversation was in regard to a shipment of merchandise to California, by the John W. Cater; Mr. Wood produced a written list of articles recommended to be shipped to California, coming, as he said, from a friend there; there was a letter accompanying this list, which Mr. Wood showed me; I either glanced over the letter, or it was read to me; Mr. Wood said it was from a Mr. Larkin, who held some office in California—either N. O. Larkin or T. O. Larkin; I saw the signature, and as near as I can remember, it was T. O. Larkin; he said the list and letter contained information very valuable, worth at least \$5000 to any man. Mr. Wood represented this Larkin to be a consul, or holding some other office under government in California, and that he furnished him with this information in consideration of the procuring the office by Wood. The object seemed to be to show me the inducements held out by Wood, so that I would either sell them goods or recommend them to my friends. I did so recommend them.

Charles Partridge's testimony.—My store is at No. 3 Courtlandt street; I know Mr. Wood; he purchased from me nine cases of matches in the fall of 1848; he showed me a letter from T. O. Larkin, in government employ; the letter was shown to me within a month or two before the sale of the matches; my attention was called to this letter more than once by Mr. Wood; the substance of the letter was that there was a great chance to make money if goods were sent to California of a description as mentioned in a catalogue sent with the letter, which catalogue I saw in the hands of Mr. Wood; it may, or may not, have been a part of the letter; Mr. Wood said he received the letter from T. O. Larkin, with whom he had become acquainted while he, Wood, was in Congress; that he had assisted Mr. Larkin to the office he held, or had used his influence to get him appointed. I first saw this O. Larkin letter at Wood's store, corner of South and Dover streets; I think I had it in my hand, and looked at some of the statements in it; the signature was T. O. Larkin, I am positive of that; I saw the same letter in my store afterwards; Wood showed it to me.

Benjamin H. Folger's testimony.—I reside in the city of Buffalo; my business is that of a hardware merchant; in the year 1848 I resided in the city of New-York, and did business there; I have known Mr. Marvinne for more than twenty years. On or about the 28th of September of that year, Mr. Marvinne introduced me to Fernando Wood. Mr. Wood exhibited to said Marvinne and myself a memorandum of an assorted cargo of goods, which paper he said he had received from T. O. Larkin, of San Francisco, who then held some government appointment, which he, Wood, had obtained for him when in Congress, and in gratitude for that act of friendship he had sent Mr. Wood, privately, this list.

Mr. T. O. Larkin's testimony.—I reside at present in New-York; in 1848 I resided at Monterey, California; I was U. S. Consul, U. S. Navy Agent, and U. S. Storekeeper there at that time; I had been Consul there four or five years previous to 1848; I had been doing business in that country, directly or indirectly, as a merchant, for sixteen or eighteen years; in 1848 I did not know Fernando Wood; had never received a communication from him; had no knowledge of writing him; was under no obligations to him for any favors, nor had he ever rendered me any assistance. I did not write any letter to him recommending any shipment or adventure to California, nor send him any list of articles useful for that market; no other person named Larkin was connected with the U. S. government in California in that year.

A. Y. Marvinne's testimony.—I reside at Delhi, Delaware Co., this State; I know the defendant, Wood, by sight; I first saw him in the fall of 1848; I received a letter from my brother, Ed. E. Marvinne, requesting me to go to California, and came to this city for that purpose; I found, on my arrival, that Mr. Wood was one of the parties, and I followed his directions in all I did in this city; I went on board the barque as a passenger; Henry Richardson, a brother-in-law of Mr. Wood, was also a passenger. I understood when I came here, that the expedition had been got up in consequence of a letter received by Mr. Wood from T. O. Larkin, and that they had been bought according to a list furnished by Mr. Larkin. My brother, Mr. Ed. E. Marvinne, directed me, by letter, to call on Mr. Larkin, and express to him a sense of obligation or thanks for the information he had furnished; I did so; quite a dialogue passed between us before I could make him understand what I meant; I finally told him he might understand that he had written a letter to Fernando Wood, and had sent to him a list of goods wanted in California, and that the goods had been sent, and I was one of the passengers of the expedition. He then said he was glad we were doing well with it, but he had no recollection of any such man as Fernando Wood, and had never written such a letter, nor sent such a list to him.

We do not for a moment suppose, after reading the above, that any one will have the least doubt that Fernando Wood exhibited to Marvinne a forged letter, having the signature of T. O. Larkin. Human testimony can not be given of any

fact of a stronger character. Yet he denies on oath that he ever did! That the letter was a forgery is shown by the very person from whom Wood said he received it, who never wrote to, or even knew Wood at that time. Look at the character of the witnesses who swear that Wood showed them the letter. Who is Henry A. Smyth? Who are Charles Partridge, and the others who swear that Wood, on more than one occasion, exhibited this letter? They saw the signature, read, and heard read, the contents, looked at the list of articles which it was alleged Mr. Larkin advised to have sent to the California market.

We now pass to the second forged document in this case.

EXTRACTS OF TESTIMONY RELATIVE TO THE FORGED BILL OF SALE OF THE BARQUE JOHN W. CATER, EXHIBITED BY WOOD TO MARVINE.

Benjamin H. Folger's testimony.—Mr. Wood exhibited to Mr. Marvine and myself, in my store, a paper purporting to be a bill of sale of the barque John W. Cater, in which the price paid by Wood for the barque was stated at \$12,000. Marvine said he knew nothing about vessels, but then bought the one half of the barque at \$6,000. I purchased, at the request of Wood and Marvine, some hardware to be shipped on the barque, and applied to two offices in Wall street to have it insured. Both offices declined, on account of the age of the barque. One of them said the barque was so old that she was out of the books. Neither office would take the risk at any premium, and laughed at me for trying to effect an insurance on so old a vessel. At the time Wood exhibited the bill of sale referred to, he said the barque was from nine to eleven years old. I reported the result of my visit to the Insurance offices to Mr. Wood, when he answered me that he could get any amount done on her that he wanted, and requested me not to mention the subject to Mr. Marvine, who was then in Auburn. He then showed me the bill of sale to him of the barque, filled up for the consideration of \$12,000, and said that he had expended \$1,000 in putting her in good order.

James Boyington's testimony.—In 1848 I was a merchant of the firm of Smith & Boyington. Our firm owned the barque John W. Cater. We became her owners in 1844. Her papers were issued in 1831. We bought her of Captain C. K. Davis for \$4,200. We sold her in May, 1847, to Fernando Wood for \$4,000, and executed a bill of sale to him. We never executed a bill of sale in which the consideration was \$12,000; but I presume the consideration expressed in the bill of sale was \$4,000, the sum for which she was sold.

Is not this conclusive as to the existence and exhibition of a forged bill of sale? Instead of some nine or eleven years, the barque was seventeen years old in 1848, and instead of costing Wood \$12,000, he only paid \$4,000.

Wood swears in his answer to the complaint, that he never exhibited a bill of sale of the said barque. Now, what are we to call this? Is it not perjury? It is true that in swearing to the truth of legal pleadings of this nature, you only swear *positively* as to those matters that come within your own knowledge, and that the pleadings contain much that you swear to on information and belief, which you merely swear that you believe to be true. But the exhibition of a forged bill of sale was a fact that must have come within his own knowledge, and, therefore, he swears not upon belief and information, so far as that fact is concerned.

We presume we have said enough about the first two forged documents—the bill of sale and the T. O. Larkin letter—prepared and exhibited by our “model” Mayor to defraud an old friend.

The referees appointed by the court to determine this matter between the parties gave judgment against Wood for \$5,635.40, on account of the barque fraud. Their report on the whole subject will be found in another part of this pamphlet.

FALSE, FORGED, AND SIMULATED BILLS.

We will now refer to the fraudulent, forged, altered, and simulated bills and vouchers furnished Marvine by Mr. Wood, and which he, Wood, represented as true and correct. The account as made out by Wood had his signature appended to it, was in his own handwriting, and the amounts in it corroborated with the several fraudulent bills. The overcharges or frauds in these bills or vouchers are specified in the report of the referees below. It is only necessary that we should refer more in detail to some of them, and to the testimony, in order that the people of this city may understand more fully the rascality of their Mayor, who is again placed in nomination, and be prepared with substantial arguments compelling them to oppose his election.

The frauds perpetrated by Wood respecting the purchases he made on account of the partnership, embrace that of altering the bills rendered by the merchants of

whom he purchased. In some cases he increased the quantity of goods purchased, in others he added largely to their price. In many cases he perpetrated both these frauds in the same bill. In some cases he rendered bills to his partner for goods never purchased, to be shipped on the voyage, and which, of course, were never on board. In some cases, he would prevail on the merchant to make out his bill at prices which would afford a deduction of forty per cent for cash. On these bills Wood would alter the 40 per cent into 10 per cent, thus increasing the cost of the goods to his partner 30 per cent, and reducing the cost to himself the same amount. No plan of fraud and forgery that human ingenuity could devise seems to have been omitted by our "model" Mayor, in his business affairs with his friend Marvine.

When Wood discovered that Marvine had determined to call on the merchants of whom he purchased, to get evidence of the frauds he, Wood, had perpetrated, he travelled in advance of him, and endeavored to induce the merchants to make out new bills, or to alter the charges by increasing them so as to correspond with the forged bills he had rendered Marvine. His usual story told the merchants in these cases, was, that he had much trouble in this matter, and the increased charges would no more than pay him for it. In most cases the merchants refused to comply with his request, but in others he succeeded in procuring the alterations, by deceiving the merchants as to his object.

SOME TESTIMONY ON THIS SUBJECT.

Sidney Wintringham's testimony.—In 1848 I was a dealer in cider, porter, ale, and wines. I know Mr. Wood. On the 9th October, 1848, I sold him a bill of cider, porter, and ale, amounting to \$485; the terms were six months. The bill as follows:

100 cases cider at \$2,	\$200
100 " porter at \$1.75,	175
25 " ale at \$1.75,	43 75
25 " porter in pints at \$2.50,	62 50
Cartage,	8 75
	\$485 00

I was called on by Mr. Wood to make an alteration in the charges. I declined doing so, and thought it objectionable, and that I might be called in court, and it would not look well. Wood said that some one would call to get a copy of it.

David L. Wintringham's testimony.—In 1848 I was selling ale, porter, and cider. I was with my brother, Sidney Wintringham. On the 9th of October of that year, a sale was made to Mr. Wood. I have the book in which the sale was entered. The entry is in my brother's handwriting. The original amount was \$485. At the request of Mr. Wood I made an alteration of that entry. He wished me to make it, and I think he was present when I made it. He wished me to alter the cider from \$2 to \$2.25 per dozen, the porter from \$1.75 to \$2 per dozen, and the wine, pints from \$18 to \$20.50. He said that some person might call for a bill, or a copy, and that he did not wish every one to know his business. It was a year after the purchase was made when Wood called to have the alterations made.

John B. Thursby's testimony.—My father was a rope manufacturer in Bushwick, and had an office in this city. I have my father's books here. There is an entry against Fernando Wood amounting to \$910. Mr. Wood called at my father's office, in reference to that bill, some time in the fall of 1849. He spoke to me in relation to it. I do not remember the precise conversation, but it was to the effect that he had been to much trouble and expense in fitting out and sending the barque John W. Cater, he should like to have us add something to the amount of the bill, about 10 per cent, I think, more than the face of the bill then was. He said some one would call for a copy of the bill, and he wished me to deliver the bill, when I had made the addition, to whoever should call for it. He asked that the addition be made to the price per pound. I made out a bill in conformity with his request. I added one cent per pound to the amount stated in the original invoice, and cartage and expenses \$12.50, the precise sums named by Wood. There was some figuring, but Mr. Wood wished me to add about 10 per cent, and to do so the one cent a pound was added. I did just as he told me. I don't remember whether I delivered this altered bill to any one, or whether I left it to be called for.

In these two or three cases we see the ingenuity of the hero in this swindle. More than a year afterwards, when Marvine concluded to ferret out some of the frauds and forgeries of Wood, Wood starts in advance, calls on the merchants, and makes a desperate effort to get them to falsify their books, by altering the charges against him, and this, too, long after they were paid. He knew what the exact amount of fraud was in each case, and if he could only get the merchants to alter their books so as to correspond with the frauds and forgeries embraced in the bills he had rendered Marvine, and get them to deliver copies of these altered accounts to Marvine, or some one who called for them, at his request, he would still succeed in destroying the suspicions of Marvine as to the frauds he had perpetrated. Who-

but Fernando Wood could have devised this infamous method of covering up his frauds? The report of the referees will show the exact amount of the frauds in the several bills and vouchers rendered by Wood.

We need only to refer more specifically to a few of them, in order to show the general and systematic fraud perpetrated. For a small bill of groceries purchased of John R. Woolsey, of seven dollars and seventeen cents, he, Wood, rendered a bill for \$35.87, thus fraudulently obtaining \$28.70, from Marvine. For another small bill of said Woolsey, for fish and oil, of \$9.85, he rendered a bill of \$39.85, thus defrauding Marvine of \$30.00, on this bill—making \$58.70, on the two bills, which in the aggregate only amounted to \$17.02. The fraud in these cases was near four times the amount of the true cost of the purchases. It was effected by adding to the bills 30 gallons of oil, and four kegs of lard, never purchased, and never put on board of the barque! The referees gave judgment against Wood for the \$58.70, on these two small bills.

Wood rendered bills to Marvine for work done to the barque long before he sold the one half of her to Marvine. He rendered a bill of Hagadorn & Elliot, for painting the barque, work done long before Marvine became part owner. The referees gave judgment against Wood for this amount, \$54.40. He rendered bills to Marvine for poultry, fresh beef, ducks, turkeys, eggs, oysters, pork, vegetables, tongues, cider, porter, lard, and other articles, which were never purchased, nor put on board of the barque, and Marvine paid him the one half of these fraudulent bills.

In short, there is no other person inside or outside of the State prison, who has shown more ingenuity in altering bills than our model Mayor. As a specimen of shipplaster forgery, we give the following: S. Nichols sold Wood the following bill:

1	16-inch upper-box, leathered,		\$1 50
2	“ lower pump-boxes, }		
	stapled and nailed, }		2 00
			\$3 50

Now, how do you think our model Mayor could convert this bill into one of \$36.50, instead of \$3.50? Why, we will tell you how. He forged a figure 6 after the figure 1 in the first item in the bill. It then read \$16.50, instead of \$1.50! He then forged a little cipher and placed it after the figure 2 in the second item, so that it read \$20.00 instead of two dollars!

One more instance of his dexterity in mathematics, an example of which is not found in any of the ordinary works on that science, though it may be found among the combinations of figures in a lottery scheme. Waydell & Co. had sold Wood, 4 water-casks, for \$12.00. Our Mayor's ingenuity soon magnified this \$12 into \$112. It would not do to make 4 water-casks cost \$112, so he just innocently placed before the 4 a figure 3, which in the natural order of the digits should be placed there, and it, Waydell's bill, read 34 water-casks, which was no longer Waydell's bill, but Wood's bill; and then just to show that 34 water-casks could not be bought for \$12, he placed another 1 beside Waydell's 1, when it read \$112!

No wonder our Mayor has got to be a rich man. His success disproves the general remark that mathematicians are always poor, because too much absorbed in figures to look to worldly matters.

Still one more convincing proof of our Mayor's capacity to make large profits on a small capital. He was far too modest when he read that forged T. O. Larkin letter to Marvine, in which \$100,000 profit was promised on a shipment of \$10,000 worth of goods. Wood actually made a profit of \$100 on a bill of 75 cents, contracted for three cartages at 25 cents each. C. & R. Poillon rendered to Wood a bill for sundry items and three cartages, at 25 cents each, carried out 75 cents. Wood just added, we suppose in his usual off-hand way in money-making, the words, “sundry spars,” on the same line with the “3 cartages,” and just to have the price look business-like, prefixed to the figures \$0.75 a 1 and a 0, which made it \$100.75! Truly it is the easiest thing in the world to make a fortune, if you understand figures. If we may rightly say that when we double the capital we have invested we have made 100 per cent. profit, Wood in this instance made between 10,000 and 20,000 per cent.

The testimony of Mr. Dix, the son of John A. Dix, who was in Mr. Wood's employ at the time the accounts for the barque John W. Cater were made out, swears that Mr. Wood wrote the heading of the invoice, and then handed him, the witness, the heading, and all the bills, books, and papers, which enabled him to make out the invoice. The invoice was made out by the witness from these bills and vouchers, and it amounted to \$25,938.79, as stated in Wood's letter to Marvine at the time.

*Of this amount Wood purchased the following bills, and Marvine all the rest.

WOOD'S PURCHASES.

James Hunter & Co., bill rendered,	\$504 35
C. W. Field,	569 76
Geo. S. Spall,	210 00
M. Q. Wood,	675 88
Wm. E. Lawrence,	825 11
Holt & Palmer,	374 15
S. Wintringham,	578 75
J. Thursby,	1,000 67
Charles Partridge,	526 24
Jacob Coudit,	697 88
O. Van Every	655 71
James Moore,	466 00
R. Fish,	110 00
C. L. Ingersoll,	177 25
Taggart & Gray,	188 25

Total,.....\$7,540 00

These bills all correspond with the invoice, as the invoice was made out from them in part, and they were all handed to young Dix by Mr. Wood for that purpose. After this, Wood informed Marvine by letter, which we have published, of the exact amount of the cost of the cargo. When Marvine came to this city, Wood handed him all these bills for inspection, and Marvine had copies made of them before he returned them to Wood.

We will go no further into the details of these disgusting frauds. The following, report of the referees in the case, will give the amount in dollars and cents, as far as they investigated the subject.

NEW-YORK SUPERIOR COURT.

HENEY SHELDON, GEORGE E. BYXBIE, WILLIAM
H. SHELDON, AND LEVI CHESNUTWOOD,
vs.
FERNANDO WOOD.

To the Justices of the Superior Court of the City of New-York:

IN pursuance of an order of this Court made in the above entitled action, bearing date the twenty-ninth day of November, in the year one thousand eight hundred and fifty-one, whereby it was referred to William M. Evarts, John Cochran, and Henry Hilton, of the city of New-York, counsellors-at-law, to hear and determine this action, and to report thereon,

We, the undersigned referees in the said order named, having been attended upon the reference herein by the counsel of the respective parties, and having heard their respective proofs and allegations, do report:

That the following facts were proven and established before us upon such reference.

That on the second day of October, one thousand eight hundred and forty-eight, the defendant and one Edward E. Marvine made and entered into an agreement, in writing, of which a copy, including the memorandum at the foot thereof, is annexed to the complaint herein, and marked Schedule A.

That at the time of making such agreement, the defendant represented to said Marvine that the barque John W. Cater therein named should be contributed to said joint adventure at the cost price thereof which the defendant had paid therefor, and the defendant then agreed to sell to said Marvine, and the said Marvine then agreed to purchase of the defendant, one half of said barque at such cost price.

That the defendant thereupon represented such cost price to have been twelve thousand dollars, (\$12,000,) and said Marvine, believing such representation to be true, and upon the faith thereof, agreed to give the defendant for one half interest in such barque the sum of six thousand dollars, (\$6000,) specified in said agreement, marked Schedule A.

That for five thousand dollars of said sum of six thousand dollars the said Marvine agreed to give the defendant, and the defendant agreed to accept of said Marvine, certain leasehold premises known as No. 3 Murray street, in the city of New-York, subject only to an incumbrance thereon of five thousand dollars, (\$5000,) which the defendant was to assume.

That the cost price of said barque John W. Cater to the defendant was not twelve thousand dollars, (\$12,000,) but on the contrary was only four thousand dollars (\$4000.)

That said Marvine did not convey or transfer, or cause to be conveyed or transferred, to the defendant said leasehold premises number 3 Murray street, subject only to an incumbrance of five thousand dollars, (\$5000,) but, on the contrary, after the conveyance and transfer thereof to the defendant in pursuance of the agreement aforesaid, he, the defendant, was obliged to and did pay, lay out, and expend in perfecting and making good the title to said premises so transferred to him, the sum of one hundred and fifty dollars. (\$150.)

And also paid the sum of seventy-six dollars and twenty-one cents, (\$76.21,) being the taxes upon said premises for the year one thousand eight hundred and forty-eight, (1848.)

That the payment of said sum of one hundred and fifty dollars (\$150) and said sum of seventy-six dollars and twenty-one cents (\$76.21) were necessary and proper in order to vest in the defendant a title to said leasehold premises, subject only at the time of the transfer thereof to him to the said incumbrance of five thousand dollars. (\$5000.)

That on or about the twenty-first day of October, one thousand eight hundred and forty-eight, and within a few days after said barque had sailed from the port of New-York upon the joint adventure so agreed upon, the defendant rendered to said Marvine an account of expenditures made by the defendant under said agreement, marked Schedule A, in the fitting out of said vessel, and the purchase of her stores and supplies, and said Marvine, believing such account to be correct, did, on the seventh day of November, one thousand eight hundred and forty-eight, pay to the defendant one half thereof, pursuant to said agreement.

That in the account so rendered and paid were the following errors and overcharges :

HOWARD & WINTRINGHAM:	
Overcharge,	\$300 00
JOHN R. WOOLSEY:	
Overcharge,	58 70
BENJAMIN HALL & Co.:	
Overcharge,	214 90
C. M. HOLCOMB:	
Overcharge,	8 25
J. W. FREAM:	
Overcharge,	54 50
POOLE & PENTZ:	
Overcharge,	120 50
HAGADORN & ELLIOTT:	
Overcharge,	54 40
F. HENNILL:	
Overcharge,	11 00
C. & R. POILLON:	
Overcharge,	100 00
S. NICHOLLS:	
Overcharge,	38 00
WAYDELL & Co.:	
Overcharge,	100 00
C. L. WATKINS:	
Overcharge,	11 75
R. FISK:	
Overcharge,	65 00
COMMISSIONS:	
Overcharge,	46 60
That at or about the time of rendering and settling the disbursement account last above stated, the defendant and said Marvine rendered to each other, and on the third day of January following settled between them, the account for purchases made by each pursuant to said original agreement marked Schedule A, for the cargo of said barque John W. Cater.	
That upon such final settlement, the account set forth in complaint, and dated January 3, 1849, was stated and signed by the parties, and such settlement was had by the defendant paying to the said Marvine the balance of nine hundred and ninety-four dollars and five cents (\$994.05) in the manner in said account specified, such payment being necessary to equalize the said disbursements on account of such cargo, and thereby each contributed an equal half part of the cost thereof according to the accounts upon which such settlement was based.	
That in the account so rendered by the defendant to said Marvine for purchases made by the defendant for account of cargo of said barque John W. Cater as aforesaid, were the following errors and overcharges:	
HOLT & PALMER:	
Overcharge,	\$100 00
TAGGART & GRAY:	
Overcharge,	50 00
CYRUS W. FIELD & Co.:	
Overcharge,	160 00
JAMES HUNTER & Co.:	
Overcharge,	102 79
WILLIAM E. LAURENCE:	
Overcharge,	236 00
S. WINTRINGHAM:	
Overcharge,	25 00
R. FISH:	
Overcharge,	20 00
M. Q. WOOD:	
Overcharge,	175 84

OLIVER VAN EVERY :

Overcharge, 70 71

JOHN THURSBY :

Overcharge, 112 50

An overcharge of interest, as follows :

Interest on \$2826.04 of purchases made by defendant for cargo of said barque, actually made upon a credit of six months, but in the account charged as made for cash, 203 91

Interest on \$446 of similar purchases actually made upon a credit of six months, but in the account charged as made upon a credit of four months, . 5 20

That each and all such errors and overcharges have been discovered by said Marvine since the settlement of said disbursements and cargo accounts, and that the payment by him to the defendant of an equal half part of all the items above enumerated, except the overcharge of interest last mentioned, and as to that, the payment of the whole thereof, was made upon the accounts of the same rendered by the defendant to said Marvine as aforesaid, and upon the faith and credit of said Marvine that said accounts so rendered were correct.

That said errors and overcharges, exclusive of said overcharge of interest, in the aggregate amount to two thousand two hundred and thirty-one dollars and forty-nine cents, (\$2231.49,) one half thereof being one thousand one hundred and fifteen dollars and seventy-four cents, (\$1115.74,) and the interest upon said one half from the respective times of the payment thereof by said Marvine to the defendant, as hereinbefore stated, to the date of this report, amounts to five hundred and sixty-one dollars and seventy-seven cents. (\$561.77.)

That such overcharge of interest amounts in the whole to two hundred and nine dollars and eleven cents, (\$209.11,) and the interest thereon from the time of the payment thereof by said Marvine to the defendant, as hereinbefore stated, (namely, the 3d day of January, 1849,) to the date of this report, amounts to one hundred and four dollars and seven cents. (\$104.07.)

That the difference between the one half of the actual cost price of the said barque, John W. Cater to the defendant, and the sum which said Marvine paid the defendant therefor upon the representation that she cost twelve thousand dollars, (\$12,000,) is four thousand dollars, (\$4000.)

That deducting therefrom the sums paid by the defendant as above stated for perfecting the title to, and removing liens upon, said leasehold premises number 3 Murray street, leaves the sum of three thousand seven hundred and seventy-three dollars and twenty-nine cents, (\$3773.29.)

Interest upon said sum of three thousand seven hundred and seventy-three dollars and twenty-nine cents, (\$3773.29,) from the twenty-sixth day of January, 1849, the day the said Marvine transferred said leasehold premises to the defendant, to the date of this report, amounts to one thousand eight hundred and sixty-two dollars and eleven cents, (\$1862.11.)

On or about the 7th day of November, 1849, and prior to the commencement of this action, the said Marvine duly assigned and transferred to the plaintiffs herein all claims and demands which the said Marvine had against the defendant arising out of said adventure, or the purchase of the said barque John W. Cater, or the disbursement or cargo account of the same, or said agreement, of which a copy is annexed to the complaint herein, and marked Schedule A 1.

We do further report as a conclusion of law upon the facts so found,

First, That the plaintiffs are entitled to recover of and from the defendant, the difference between the one half of the actual cost price paid by the defendant for said barque John W. Cater, and the sum which said Marvine paid the defendant for said one half, less the sums so paid by the defendant for perfecting the title to, and removing the liens upon, said leasehold premises, namely, the sum of three thousand seven hundred and seventy-three dollars and twenty-nine cents, (\$3773.29,) with one thousand eight hundred and sixty-two dollars and eleven cents, (\$1862.11,) being the interest thereon from the twenty-sixth day of January, 1849, as above stated, in the whole amounting to five thousand six hundred and thirty-five dollars and forty cents, (\$5635.40.)

Second, That the plaintiffs are entitled to recover of and from the defendant the said one half part of said errors and overcharges above enumerated, amounting to one thousand one hundred and fifteen dollars and seventy-four cents, (\$1115.74,) with five hundred and sixty-one dollars and seventy-seven cents, (\$561.77,) being the interest thereon to the date hereof, from the times said Marvine paid the same to the defendant as above stated, in the whole amounting to one thousand six hundred and seventy-seven dollars and fifty-one cents, (\$1677.51.)

Third, That the plaintiffs are entitled to recover of and from the defendant for said overcharge of interest above specified, the sum of two hundred and nine dollars and eleven cents, (\$209.11,) with one hundred and four dollars and seven cents, (\$104.07,) being the interest thereon to the date hereof from the time the said Marvine paid the same to the defendant as above stated, in the whole amounting to three hundred and thirteen dollars and eighteen cents, (\$313.18.)

Finally, That the plaintiffs are entitled to payment herein against the defendant for the sum of seven thousand six hundred and twenty-six dollars and nine cents, (7629.09.)

And we do further certify and report,

First, That no sufficient tender by the defendant to said Marvine was proven before us to have been at any time made respecting the subject-matter of this action.

Second, That upon such reference the defendant introduced, subject to the plaintiffs' objection and to our final determination in respect thereto, evidence respecting the following items, which items he claimed should be allowed to him as an offset against any claim of the plaintiffs in this action, namely :

One half of the sum paid by the defendant to one Kent for a gold-tester, \$5 50

Two certain notes of Marvine in favor of one Barney, paid by defendant, 25 00

One half of certain sums paid by defendant to one Capt. Stephen Cammack, 320 00

This sum charged to the defendant for the compensation of A. G. Marvine, as supercargo, and paid out of defendant's share of the return of the adventure, 250 00

This sum charged to defendant for insurance on the returns of the adventure, and paid out of the defendant's share of the returns of the adventure, 501 99

Third, That prior to making this our report, we determined that all such items should be dis-

allowed, and the evidence in respect thereto should be rejected, because no sufficient set-off or counter-claim had been set forth in the defendant's answer herein, and the pleadings presented no issue in respect thereto.

All of which is respectfully submitted.

WM. M. EVARTS,
JOHN COCHRAN,
HENRY HILTON.

NEW-YORK, *January 13th*, 1856.

(Copy.)

WOOD'S DEFENSE.

Now, the reader would naturally inquire what was the nature and character of the defense our Mayor would resort to in this case. It was scarcely to have been supposed that his ingenuity was insufficient in getting up some kind of defense. He who could manufacture a forged letter, and a forged bill of sale, and render so many fraudulent bills and vouchers to his partner, could not certainly content himself without an attempt to show that no such crimes had been perpetrated.

He assumed the ground that these charges of fraud were untrue, and that all the overcharges in his bills were errors. To give coloring to his assumption of integrity, he further asserted that Marvinne participated in making up the accounts of the barque, and to him, therefore, the alleged errors should at least in part be attributed. The ground was taken by the defense that Marvinne had called at Wood's store, a day or two after the barque sailed, and, together with a boy in Wood's employ, made up the ship's accounts, in which the alleged errors were discovered afterwards by Marvinne, and for which the referees have given judgment against Wood.

This line of defense was ingenious, and necessarily gave Marvinne much trouble to show its falsity. The barque had sailed on the 19th of October; and now how was Marvinne to show that he had nothing to do with making up the ship's accounts, and thus completely destroy this species of defense on the part of Wood? The facts of the case were that Marvinne was in Auburn when the barque sailed, and for several consecutive days after, and, therefore, could not have participated in making up the accounts of the barque in Wood's store in New-York, which were made up on the 21st of October, two days after the barque had sailed. A statement of these accounts was rendered to Marvinne at Auburn, by Wood, in Wood's own handwriting, having his own proper signature to it, and dated on the 21st of October.

Wood had purchased all the ship's stores, supplies, and outfits of the barque, amounting, as he stated, to \$3,590.66. The cargo on board the barque cost \$25,939.11, making together \$29,529.77. Of the cargo Marvinne had purchased to the amount of \$18,399.11, and Wood to the amount, as he alleged, of \$7,540.00, together making the cargo cost \$25,939.11.

Now, in the purchases by Marvinne, of over \$18,000 worth of the cargo, no errors, overcharges, or frauds existed. But in Wood's purchases, of about \$7,500 worth of the cargo, and the whole of the outfits, about \$3,500, making together \$11,130.66, all the frauds, errors, or overcharges existed. If Marvinne had really participated in making up the ship's accounts, and was thus responsible in part for the alleged errors, it is singular that they should all have been against himself, and that he should have managed so as to alter bills and vouchers, in almost every case, so as to wrong himself in the aggregate out of thousands of dollars. We say such a state of facts would be almost miraculous. If he had such a *penchant* for cheating himself, why did he not do it in some of the bills he had purchased on account of the barque?

Although no sensible business man would attach the least credit to such a defense on the part of Wood, even were there no other proof of its absurdity, yet it so happened, that Marvinne had the most unquestionable proof that he had no agency in making up the ship's accounts, was not in this city when they were made up, and that he received a copy of the accounts, made up in Wood's own handwriting, directed to him at Auburn, dated the 21st day of October, two days after the barque had sailed. The following is a copy of the outfit account, all of which was pur

chased by Wood, and the original is in his own handwriting, and was sent to Marvine in Auburn on the 21st day of October:

BARQUE JOHN W. CATER,

TO FERNANDO WOOD, Dr.

Oct. 1848.

To Cash, Steamboat U. States and pilot,	\$18 00
" Howard & Wintringham—sto's,	430 66
" Board of Surveyors,	12 00
" Thomas Ritter—medicines,	12 98
" Bliss & Creighton—compasses,	5 50
" John R. Woolsey—provisions,	307 26
" Howard & Wintringham—oil, &c.,	12 81
" A. J. Horton—wood, &c.,	25 50
" C. M. Holcomb—flour, &c.,	14 75
" Advertising and papers,	18 25
" M. Trappel—wharfage,	00 88
" Benjamin Hall & Co.—stores,	214 90
" M. Tallant—watching,	4 63
" J. Macey—blacksmith,	12 02
" Jno. W. Terans—poultry, &c.,	54 50
" Jno. Ferguson—coal, &c.,	5 00
" R. V. W. Thorne—wharfage,	6 00
" Pool & Pentz—cash to crew,	120 50
" J. Ellis—marine survey,	10 00
" A. W. Rogers—ship keeping,	2 25
" J. L. Sandford & Co.—bread,	130 92
" Hagadorn & Elliott—painting,	54 45
" R. C. Wetmore & Co.—crockery,	13 97
" John Mason & Co.—labor, &c.,	102 56
" Ackerly—potatoes,	28 52
" O. Van Every—caboose,	49 76
" Williams & Hinmore—ship ch'd'y,	224 84
" Hemmingway & Beveridge—sails,	396 61
" G. Van Deusen—filling ———,	x 25 40
" Pilotage,	10 50
" O. Van Every—stove fixtures,	3 00
" F. Humill—board bill,	11 00
" Fulton-street Tea Store,	18 05
" John R. Woolsey—groceries,	35 87
" C. & R. Poillon—repairs and spars,	188 09
" Advanced to Cook,	26 00
" S. Candler—survey certificate,	7 50
" C. L. Ingersoll—boat,	38 25
" S. Nicholls—pump, gear, &c.,	36 50
" Wagdell & Co.—casks, c'p'ge, &c.,	152 37
" Wm. Frost—wharfage,	7 87
" F. Humill—advanced to crew,	222 25
" O. L. Walker—boxes,	11 75
" R. Hoyt—cash, &c.,	82 50
" Thompson—Brooklyn wharfage,	5 00
" S. Tallant—watching,	16 25
" J. R. Woolsey—fish, &c.,	39 85
" R. Fish—boats,	65 00
" W. Cain—poultry, &c.,	32 80
" T. P. Cowen—rigging, &c.,	75 08
" Daniel Cogger—ship-joiner,	31 24
" Custom-House—clearances & c't'ges,	53 85
To com. and advancing \$3,436 64,	174 33

\$3,660 97

Error in Bill, November 25,..... 20 11

\$3,640 86

New-York, October 21st, 1848.

FERNANDO WOOD.

Deduct on filling first page,..... 10 20

\$3,630 66

Deduct,..... 40 00

\$3,590 66

On the day preceding the date of this account, that is, on the 20th of October, the day after the barque sailed, Wood wrote Marvine at Auburn as follows:

NEW-YORK, Oct. 20, 1848.

ED. E. MARVINE, Esq., Auburn:

MY DEAR SIR: I regret exceedingly to learn from Mr. Smyth that Mrs. Marvine continues quite ill, so much so as to prevent your leaving her. I sincerely hope she will be much better before

the receipt of this. I wrote you some days ago that the barque was insured. I attended to that, and have your policy, which will be handed to you on your return. She sailed yesterday, at 10 o'clock A. M., with an exceedingly fine and fair wind, with the most favorable prospects. Your brother and Mr. Richardson went on board in exultant spirits, full of hope for a successful result. We have been exceedingly fortunate in all things, except passengers. Our passage-money amounts to but \$250, and freight-money to \$511, total \$761. What the expense of outfits will be I can't tell yet, until all the bills are received, but they are very heavy. We found that as it is our intention to run the vessel on the Pacific coasts for some time, and disbursements and provisions would be so high there, that it was necessary to lay in a very large supply to last a long time. From present indications the outfits will amount to over \$3,000. It may be several hundred dollars over that sum.

The exact amount of invoice of our goods is \$25,939 11, which is all well insured, and 20 per cent added. The whole accounts and papers were made up by Mr. Sheldon's nephew. I thought in your absence it might be more satisfactory to you. He arranged all the bills and papers. When we meet, the whole matter will be talked over. There is nothing now requiring your presence here appertaining to our business.

Very truly yours,

FERNANDO WOOD.

Here we see by this letter, that Wood informed Marvine the exact amount of the cost of the cargo, \$25,939.11; and stated that the outfits would be over \$3,000, and several hundred dollars over that sum. On the very next day he sends the exact amount.

Now, what becomes of the defense that Marvine was at Wood's store in New-York, at the very time when Wood was daily writing to him at Auburn? He wrote him at Auburn almost daily for several consecutive days. Marvine proved that he was in Auburn daily, from the time the barque sailed, on the 19th of October, until the 28th of the same month. He proved this by several persons in Auburn, with whom he transacted business on those days. Here, then, we see the strongest proof that he had no agency in making out the ship's accounts, in which so many frauds have been proven to exist. When Wood swore that Marvine participated in making out these accounts, he swore to what was not true, and what he knew was false.

When Marvine arrived in this city, which he did about the 1st of November, Wood handed him the bills and vouchers of the outfit account of the barque, which bills and vouchers corresponded with the account he had sent Marvine at Auburn, on the 21st of October. Marvine, believing that all was correct, after comparing the bills and vouchers with the account as sent him by Wood, settled by paying Wood the one half of it, or \$1795.33. Before Marvine returned the bills and vouchers to Wood, suspicions began to be entertained that he had been defrauded, and he, therefore, had copies of the bills and vouchers made, and these copies compared with the originals by a mercantile friend, who put his initials on them, and they were produced on the trial. Wood never produced on the trial the original bills, on which Marvine had settled the account with him. Probably, like his bank-book years before, they had been burned up in some fire that occurred! Why did he not produce them? Ah! he was not disposed to show the referees that he had altered those bills, and that they were thus no longer the bills as made out by the merchants of whom he had purchased goods for the barque. It was the frequent interlineations and alterations in those bills and vouchers, that gave Marvine suspicions that he had been defrauded; so before he returned them to Wood he had copies taken.

THE T. O. LARKIN FORGED LETTER ONCE MORE.

The defense as to this forged document, was of a character to show the villainy of Wood in as bold and prominent a view as the forged document itself, and the evidence in relation to it. What do you imagine was the character of Wood's defense on this point of the case? After some four or five witnesses, all of the highest character as respects veracity and integrity, had sworn, on the part of the plaintiffs, that Wood *did* exhibit to Marvine and to them, such a letter as has been described, purporting to have been received from Thos. O. Larkin, a government agent in California, and that they read it, or portions of it, and heard it read by Wood, he, Wood, saw the necessity of counteracting the effect of this testimony. As this T. O. Larkin appeared on the stand himself, and swore that he had never written to Wood, and did not even know him at the time the forged letter was written, an effort must be made by Wood to confound and to confute the witnesses who swore

that he showed them such a letter. This effort *was* made. - Wood succeeded in finding a man who had been in California, named *Thos. S. Larkins*; not a government agent, it is true, but an Englishman, who came to California from China, in 1849. Wood very naturally supposed that if he could forge a letter purporting to come from this Larkins, resembling much the other forged letter, purporting to have been received from Thos O. Larkin, and then show this to the witnesses on the stand, who swore that he had exhibited the first forged document, he would force them to hesitate whether this last forgery was not the document they had seen him exhibit to Marvin. If a letter is shown to a person, signed, as he believes, by Thos. O. Larkin, he would naturally hesitate, a year or more afterwards, when a similar letter in appearance is laid before him signed Thos. S. Larkins, to say that it might not be the same, unless he judges from the contents, or some other circumstance except the signature.

But happily for the cause of truth and justice, this last forgery of our "model" Mayor was full as bunglingly committed as the first. The plaintiffs brought on the stand a witness, a Capt. Fraser, who knew this Thos. S. Larkins, and had corresponded with him; and he swore that he was not in California at the date of this letter which Wood pretended to have received from him; and that his name was Larkins, and not Larkin; that the middle letter was *S*, and not *O*. He knew the writing of this Thos. S. Larkins, who was an Englishman, and showed some letters from him. When the handwriting of this Thos. S. Larkins, in possession of the witness, was compared with that in the forged letter Wood pretended to have received from him, they were about as dissimilar as the ancient Egyptian hieroglyphics, and that style of hand we see in the copy-books used in the schools of the present day. Thus it was shown that our "model" Mayor had been trying his hand at forgery again. He got most beautifully caught. When the case was summed up, the plaintiffs' counsel called the attention of the referees to the handwriting in this forged letter, and to that in the papers before them, known to be in Wood's hand. The similarity was perceptible, though an attempt to disguise was evident in the forged document. All was solemn and silent when the counsel showed the identity of the handwriting in the two cases, the one a forged paper, and the other admitted to be the handwriting of Fernando Wood!

Thus we see the defense in this case did nothing but multiply the frauds and crimes of the defendant, Wood. His forgeries became more numerous and apparent as the defense proceeded. Reader, shall we re-elect this man Mayor of our city?

WOOD INDICTED FOR OBTAINING MONEY UNDER FALSE PRETENSES! HE PLEADS THE STATUTE OF LIMITATIONS!

THE PEOPLE *against* FERNANDO WOOD.

On the 7th of November, 1851, the Grand Jury of this city found a bill of indictment against Fernando Wood for the alleged offense of obtaining money under false pretenses. But it so happened that the offense for which he was indicted had been committed three years previously, on the 7th day of November, 1848. The Revised Statutes, in reference to the offense of obtaining money under false pretenses, etc., enacts that the indictment shall be found and filed in court within three years after the commission of the offense. In this indictment against Wood, if the day on which the offense had been committed was included, three years had elapsed. Wood plead this statute, so as to avoid an investigation of the matter. The case came before the then Recorder, and as there was some doubt as to what his decision would be, means were to be used to have it favorable to Wood. It was all-important to Mr. Wood that no investigation of the case should take place. Of course no innocent man, charged with such a crime, would desire to avoid an investigation; but would rather court a full inquiry into the matter, so that he could be honorably discharged, and all suspicions removed. But this was not the view taken by our "model" Mayor. The Recorder's decision appeared, and it was favorable to Wood. The decision was that the three years had elapsed, that the day on which the alleged offense had been committed must be included in com-

puting the time that had elapsed; and he, therefore, granted the motion to quash the indictment.

This decision of the Recorder is reported in full in the *New-York Legal Observer*, published in this city; and its correctness or incorrectness is a matter about which we have nothing to say. We simply assert the facts of the case as they occurred. The accused evidently had some doubt as to what the decision would be, and he, therefore, very probably reflected upon the plan, which in his judgment, was the best to secure a favorable one. We say this much in anticipation of giving our reasons for saying it. Now for the facts of the case, and then we will leave the reader to judge whether we have insinuated unjustly. There is one important circumstance connected with this case, or one which we will connect with it, that deserves to be mentioned, and then the reader may draw his own inference from it.

A FIVE HUNDRED DOLLAR CHECK.

Within a day or two of the very time the Recorder gave his decision to quash the indictment, Wood's check for \$500 was drawn, payable to the Recorder. It was cashed by a broker in this city, to whom it was presented for that purpose by the Recorder in person. Now, what is there wrong in this? We see nothing worthy of comment, in the simple fact that the Recorder should have had Wood's check for \$500, and should get the cash for it. But as the newspapers of that day had much to say about this indictment, and the decision of the Recorder, the broker who cashed the check could not help his attention being directed to the two facts—the decision to quash the indictment and the five hundred dollar check, both of which facts occurred about the same time. The unfortunate circumstance is, the simultaneous occurrence of these two facts. This is what compelled the broker to give the subject more thought than he gave to paying a check ordinarily.

How, then, shall we ascertain whether the fact that Wood's check for five hundred dollars, given to the Recorder at this unfortunate time, was or was not a business transaction, entirely disconnected with the indictment case, and not intended by Wood to influence the decision of the Recorder? There is no doubt of the fact, that the check was paid the Recorder. It was drawn on the Citizens' Bank, cashed by a well-known and responsible broker, a man who is respected by all who know him. Now, it so happens that a denial by Wood and the Recorder that such a check ever existed, would be very strong proof that it was given for corrupt purposes. Assuming that the check was given and paid precisely as we have stated, and that the transaction was a perfectly legitimate and honorable one, none of the parties would wish to deny it. But if they do deny it, then, upon proof that the transaction did occur, as we have stated, it is a very strong presumption that the transaction was a corrupt one.

Both Wood and the Recorder have denied that such a check was ever given. The Recorder went so far in his denial as to commence a suit for libel against one or more of the daily papers of this city for having stated the fact of such a check having been given and cashed. But he never intends to have the suit tried. We have in our possession his denial of the existence of such a check over his own signature, which is to our mind the strongest kind of proof it was drawn by Wood to influence the Recorder in the indictment case referred to; and that the intention on the part of Wood was corrupt.

There is still other evidence to show corruption, and an attempt to bribe the court. It is usual to employ a third party to negotiate bargains of this character. So it was in this case. From that party the facts we have stated were first learned. Then these facts were corroborated by the broker himself who cashed the check.

Such are the circumstances connected with the indictment case of Fernando Wood for obtaining money under false pretenses. He was indicted. He avoided an investigation of the case by pleading the statute of limitations. He paid the Recorder \$500 about the time that magistrate decided that the plea was a good one, and that the indictment must be quashed. Reader, draw your own inferences!

WAS OR WAS NOT OUR "MODEL" MAYOR A KNOW-NOTHING?—HIS OATH—COUNTER AFFIDAVITS AND STATEMENTS.

It is alleged that for many months preceding the election of 1854, Mayor Wood was a member of the American Order, or the association known as Know-Nothings. He joined the order in the twenty-second ward, though he attended its meetings in all parts of the city. He very frequently travelled with James W. Barker, a candidate for the Mayoralty at the same election, and the nominee of the order for that office. Wood and Barker were both candidates for nomination by the order, though Barker beat Wood in the contest. Wood was a member of the executive council of the order that nominated Barker for Mayor. He was one of those selected to inform his brother Barker that he was nominated.

After Barker was nominated, Fernando Wood saw that he had no longer any hope of being the nominee of the Know-Nothings as a party. He, therefore, went to work secretly to produce dissension in the order, with a view to draw off a part of the voters to his own support. It will be remembered that soon after Barker was nominated, Wood got the nomination of both sections of the Democracy. Tammany Hall nominated him without much of a struggle, and the Hards, who assembled at the Stuyvesant Institute, had a close contest in their convention. But Wood had used his money freely, had purchased the support of many members of the convention, and had adroitly managed to get others elected to the convention whom he could control. He, therefore, was by a majority of some one or two declared the nominee of the Hard Democracy for the mayoralty.

But as the contest neared, many members of the Democratic party became alarmed on account of the apparently well-founded assertions in the public papers, and in political circles, that Wood was a member of the Know-Nothing order. He was called upon by committees and by individuals to ascertain the truth of these assertions. He, of course, positively denied that he was a member of the order. But so strong was the belief that his denial was false that many insisted that he should make the denial over his own signature, and cause it to be published in the papers. Not the least alarmed about putting his name to a falsehood, in order to win support, he consented at once, and the following card made its appearance in the public papers. It was addressed to M. Doheny, Esq., one of our Irish citizens, who somewhat doubted on the question of Wood's Know-Nothingism:

[Copy.]

NEW-YORK, October 31, 1854.

DEAR SIR: In reply to your inquiries respecting the truth of the statement made in one of the newspapers of this city to the effect that I am a member of the order of Know-Nothings, I state that there is no truth in it whatever. I am not a member of any secret society whatever.

Very truly yours,

FERNANDO WOOD.

M. DOHENY, Esq.

Still thousands would not believe this card. They would be satisfied with nothing short of the affidavit of Wood that he was not a member of the order. He was told that he must make an affidavit to that effect, or he would be opposed. Finding himself pressed on all sides upon the subject, and being nothing daunted at the crime of perjury, he made an affidavit, which we publish. He made several of the same kind, and swore to them before different commissioners, so as to remove the suspicions of several committees and individuals who called upon him. The result of all this was, that he succeeded in inducing many to believe that he was not, nor never had been, a Know-Nothing. Hundreds, however, knew better. Though he had the nomination of both sections of the Democratic party, he did not get their united support by many thousands.

That his affidavit denying membership of the order was false, may be proven by another affidavit of four respectable members of the order, who swore positively that he was a member. Their oaths were taken about four days after that of Mayor Wood. We give both affidavits.

AFFIDAVIT OF FERNANDO WOOD.

CITY AND COUNTY OF NEW-YORK. } ss.

Fernando Wood, of the city of New-York, being duly sworn, doth depose and say that the statement made this day in *The Sunday Dispatch*, that he is a member of the order of Know-

Nothings is absolutely and unqualifiedly false, and further that he is not a member of any secret order or society whatever except the Tammany Society or Columbian Order; and further, that he holds no political principles antagonistic to those of the great Democratic party of this Union; and further this deponent saith not.

(Signed) FERNANDO WOOD.

Sworn before me this 29th day of }
October, A.D. 1854. }

M. DIEFENDORF, *Commissioner of Deeds.*

THE COUNTER AFFIDAVIT OF FOUR RESPECTABLE MEN DIRECTLY CONTRADICTING
THE ABOVE.

The undersigned, being duly sworn, do severally swear and declare that they are personally acquainted with the Hon. Fernando Wood, and have been so acquainted for some time past, and of our own knowledge, do say that he has been for some months past a member of an order known and designated as "Know-Nothings;" and, furthermore, that he was a member of the Executive Council of the same order, who made the nomination for Mayor at its recent session, and was himself a candidate for that position, and his friends personally solicited our votes and support for that office for him, but failed to secure a sufficient number of votes to effect the purpose.

(Signed)

THEO. G. CHAMBERS, G. C., 2d Ward, City New-York.

E. W. SPAULDING, Member Com. 4th Ward Council.

H. FARRINGTON, 9th Ward.

ROBERT S. DIXON, 9th Ward.

Sworn to before me this }
2d day of Nov., 1854. }

W. F. T. CHAPMAN, *Com. of Deeds.*

[Copy.]

That he had been a member of the order is a fact beyond dispute, and is not now denied even by his friends. Those who wish to show that the Mayor did not swear false, say that he had withdrawn from the order. It is stated upon pretty good authority, that he induced a man by the name of Fergusson, a member of the order to which Wood belonged, and its secretary, to give him a certificate of withdrawal, and not to note the fact on the books of the order, or report it to its members. Wood could thus hold this certificate and continue his membership or not as he chose. This same Fergusson was afterwards appointed to a public office through Wood's influence. Prominent members of the order are perfectly familiar with these facts.

It is also asserted by good authority, that he became a member of the order in another ward, while he held this certificate of withdrawal from his friend Fergusson, a member of the order in the 22d ward. He then joined the Allen branch of the order, in which he had some friends. It is probably a fact that he never did withdraw from the order, but merely held a certificate of withdrawal, obtained in the way we have described. Under any circumstances of the case, view it in whatever light we may, his oath was intended to deceive. The certificate of withdrawal that he induced Fergusson to give him was obtained, it is said, after he had sworn he was not a member.

Such is a sample of the trickery of a candidate for the Mayoralty of this city. What high-minded or honorable man would descend to such mean practices? If he withdrew for the purpose of deceiving those who insisted that they could not support him, unless he would remove the prejudices against him on account of his supposed membership of a secret order, to the principles of which they were opposed, and again he became a member, the fraud is still worse.

But what cares Fernando Wood about the commission of perjury? It is a crime that he is familiar with, as we have shown in the preceding pages of this pamphlet. From his very boyhood he has been premeditating fraud.

**A DISGUSTING STORY ABOUT A CATHOLIC PRIEST, AS TOLD BY OUR "MODEL"
MAYOR AT THE MEETINGS OF THE ORDER.**

We have in our possession two affidavits from highly respectable citizens, members of the Know-Nothing order, from which it appears that our Mayor was quite a "spouter," at the meetings of the order, and from his first attendance seemed to be particularly desirous to show his utter contempt for the Irish, and more specially for the Catholic priesthood. He invented, no doubt, a vulgar story, describing a dirty trick he once played upon a Catholic priest in the interior of Pennsylvania, and upon a poor Irish lady who gave him shelter for the night.

It appears from this story, that our "model" Mayor was travelling on foot in the interior of Pennsylvania, and had become much fatigued, as night approached. In this condition he visited the humble cottage of an Irish woman, at whose house there lodged for that night a Catholic priest. Young Wood asked for a night's entertainment, when the woman replied that she had but one spare bed in the house, and that was occupied by a Catholic priest. She eyed him closely, rather regretted that she could not accommodate him, as he appeared much exhausted, and there was no public house within some miles. Her humanity finally induced her to say to Mr. Wood, that if he would occupy the same bed as the priest, he might be accommodated. He very cheerfully consented, and entered the humble dwelling of the Catholic Irish woman. Like most rude and primitive houses in the backwoods, a small ladder conducted you through a hole in the ceiling to the chamber, where slept the priest. Wood retired to bed.

He relates what then happened, which is entirely too disgusting for publication. Our Mayor says he had an urgent call to get up and go out in the night, and did not like to crawl down the ladder, or to alarm the woman of the house. So he quietly relieved himself by drawing towards him the under garment of the priest. In the morning he says he complained bitterly to the priest, of the disagreeable condition of the bed. Appearances indicated that the priest had been unfortunate, and he begged of his companion Wood, to make no remarks to the landlady, but leave that to him, and he would make it all right.

This disgusting story, purely and wholly manufactured, an impudent falsehood no doubt, Wood related with such embellishments as he was capable of, at nearly all the meetings of the Know-Nothings he attended. He told the story from the Battery to Harlem, and in presence of hundreds of persons. We have the affidavits of two respectable persons, that they heard him tell the story repeatedly. There are hundreds who could make a similar affidavit. The fact is indisputable. His object was to show his detestation of the religion of the Catholics, and show, if he was elected Mayor, the earnestness of his convictions of the truth of the Know-Nothing principles.

But a few days after he last related this vulgar story before an assembly of Know-Nothings, he swore that he was not a member of the order! Was there ever a greater scamp than this same Fernando Wood? If it had been true as he related the story, he was a disgusting brute, who after having been kindly provided for by a stranger, put to bed in decent company, perpetrated a dirty trick, too filthy for description. We scarcely know which is the worst, the perjury, or the relation of the disgusting story. Both of them are illustrative of the true character of our Mayor. Reader, this is the man who swore that he was not a member of the order of Know-Nothings!

THE BANK TRANSACTION—A \$1750 FRAUD!

The history of this case is one well calculated to show the true character of Fernando Wood in business life. The atrocity of the fraud upon the Merchants' Exchange Bank can be appreciated by business men. Simply overdrawing on a bank is not criminal. It is a thing very frequently done. But where a man finds that a bank has placed to his credit a large amount of money which he knows he never deposited, and he draws this money out by several small checks, in a short time, and then closes his business with the bank, and his bank-books and check-books get burned up, the thing looks mysterious, and the common sense of the world will say that a fraud was perpetrated.

The facts in this case are simply these: In April, 1836, Fernando Wood opened an account with the Merchants' Exchange Bank of this city. His several deposits in the bank were small, varying from \$96.88 to \$349.42. He never had \$400 in the bank at any one time. In November, some seven or eight months after he opened his bank account, a clerk of the bank, through a mistake, placed to Mr. Wood's credit a check on a bank in Albany for \$1750.62, which check had been deposited by Mr. Charles Yates for collection. It was some two years afterwards when the error was discovered by the bank. When discovered, the cashier called on Mr. Wood, who denied owing the bank any thing, but admitted that the check

for \$1750.62 was not his. The matter was by agreement referred to arbitration. D. A. Cushman, Wm. McMurray, and a Mr. Gilbert, were the referees. They agreed, after hearing the case, that Mr. Wood owed the bank \$2,143.90, which was the amount of the above-mentioned check, with interest added.

The testimony of the Cashier of the Bank.—The following testimony of the cashier of the bank is taken from the notes of Wm. Inglis, who was Wood's attorney in the case:

"I had a conversation with Mr. Wood, in which I told him an error had been discovered in his bank account, which brought him in debt to the bank about \$1750. He (Wood) said such an error could not exist, and that he could not be indebted to the bank in that sum. I said it occurred by passing to his credit a check on an Albany bank, which check belonged not to him, but to another person doing business with the bank. He admitted that he had had no such check for collection, but repeated that he owed the bank nothing. I then asked him for his bank-books and check-books. He said they had all been burned up. He appeared surprised at the statement of his overdrawing, and referred to his once having overdrawn his account with the bank, but when notified of the fact, promptly made it good."

Such is the testimony, as taken down by Judge Inglis, who was Wood's counsel in the case. When Wood was a candidate for Congress, in 1840, he was charged with this bank transaction, and he applied to his counsel, Judge Inglis, for a statement of the case, so as to remove the unfavorable impression that pervaded the public mind in relation to it. Judge Inglis, no doubt, did the best he could for his client under the circumstances of the case.

Mr. Cushman, one of the referees, published the following card in relation to the subject:

"It appeared in evidence before the referees, that Mr. Wood kept a small account with the Merchants' Exchange Bank, from the month of September, (April it should be,) 1836, to March, 1839, and that his several deposits during that time varied from \$96.88 to \$349.42; that in the month of November, 1836, the clerk or book-keeper of the bank, by mistake, posted to his credit a check on Albany, for \$1,750.62, which had been deposited by Mr. Charles Yates, for collection, and that before the error was discovered by the bank, Mr. Wood drew out the whole of that amount in small checks or drafts, varying from \$30 to \$287.50—which checks or drafts were produced in evidence before the referees, TO THE AMOUNT OF THE CREDITS ON THE BOOKS OF THE BANK, INCLUDING THE CHECK OF \$1,750.62, BELONGING TO MR. C. YATES.

"It was proved before the referees, that when the Bank discovered the error in posting said check to Mr. Wood's account, which was more than two years after it occurred, THE CASHIER OF THE BANK CALLED ON MR. WOOD, STATED TO HIM THE FACT OF THE OVERDRAFT TO THE AMOUNT OF THE CHECK IN QUESTION, and requested permission to look at his (Wood's) bank-book. Mr. Wood replied that his bank-book had been burned up at a fire in Washington street. He admitted to the cashier, that the check which had been passed to his credit, through the error of the book-keeper, did not belong to him, but asserted that the mistake must have occurred in some other way, and that he owed the bank nothing.

"The report of two of the referees (the third not being present at the last meeting) was in favor of the bank to the amount of the erroneous credit of Mr. Yates' check, which, including interest, was \$2,143.90. D. A. CUSHMAN."

Judge Inglis says that Mr. Cushman is in error in stating that Wood's connection with the bank commenced in September, 1836. It was in April of that year when he made his first deposit. We have stated, previously, that it was in April when he opened an account with the bank. The error, however, is not material. The referees agreed that Wood owed the bank the amount of the check alluded to, together with the interest. There was no doubt about this fact. The bank produced Wood's checks, by which he had drawn the \$1750 out of the bank in small sums, soon after which he closed his account with the bank. Wood admitted that the check was not his, but insisted that he owed nothing to the bank. Though his check-books were burned, the bank had his checks on which he had drawn the money. His bank-book was also burned, or not produced, so that he had nothing to say, except that he owed the bank no money. He had nothing to show that he ever had any dealings with the bank. Of course, whether his bank-book was burned or not, he knew enough not to exhibit it to the referees. He knew, and every one of the referees knew, that he had drawn the money, and of course his bank-book would have shown the fact, the same as his checks did, which the bank produced. But as the check for \$1,750.62 deposited by Mr. Yates, did not belong to Wood, the moment he produced his bank-book, in which he was credited with that check, it would be evident to all that he was cognizant of the error, and that he was perpetrating a fraud on the bank whenever he drew his check for any part of that money.

The above are the facts in this somewhat celebrated case. No one can reasonably doubt that Fernando Wood knew he was perpetrating a fraud in drawing this \$1,750.62 from the bank. He was then doing a small business, had little money, and never the one fourth part of \$1,700 in the bank at any one time. So he never pretended to claim that he deposited that amount, or such a check, at any time. Of course he knew enough not to claim to have owned such a check, as the falsity of such a claim would have been exposed at once. To lose his bank-book was the best thing that could happen to him. That fire in Washington street was a very fortunate thing for him. His bank-book was not necessary to show that he had drawn this \$1,750.62 from the bank, as his checks in possession of the bank showed this fact. But its production before the referees would have shown conclusively that he knew he was defrauding the bank in drawing this money. No doubt his bank-book credited him with this amount, and he knew of the fraud he was perpetrating, but the fraud would have appeared more glaring had his bank-book been shown.

Truly, the entire business life of Fernando Wood furnishes evidence of his villainies. Could an impartial history of Mr. Wood be written, every page would contain evidence enough to consign him to a felon's cell. Who supposes for a moment that his bank-book was burned? or that he, who never had had \$400 in the bank at any one time, was ignorant of the fraud he was perpetrating? The man who could deliberately forge a bill of sale of the bark John W. Cater, or the T. O. Larkin letter, or who could convert a bill of 75 cents into \$100.75, by a few strokes of the pen, and thus defraud his partner in business, and then swear that he had done none of these things, could easily destroy his bank-book.

A DETAILED SPECIFICATION OF SOME OF THE MERCANTILE FRAUDS OF MAYOR WOOD.

The following will show the various modes by which Fernando Wood managed to rob his partner. It will be seen that in purchasing the outfits of the barque John W. Cater, which actually cost but about \$1800, he, by various devices, frauds, alterations of bills, forging bills for goods never purchased, and other tricks of the trade entirely unknown to Goodhue & Co., Wm. B. Astor, and the rest of the "TWENTY-EIGHT," who urge him to consent to a reelection to the Mayoralty, he managed to make his partner pay the entire actual cost of the outfits.

THE PORK FRAUD.

Wood rendered his partner a bill of Howard & Wintringham for stores amounting to \$430.66. The bill included thirty barrels of pork at \$10 a barrel, which were not shipped or used on the said barque John W. Cater, and the actual amount of money paid by Wood to Howard & Wintringham for supplies furnished to, and put on board, said vessel, did not exceed the sum of \$130.66.

THE LARD FRAUD.

Wood rendered a bill of John R. Woolsey for groceries amounting to \$35.87. This bill included four kegs of lard not shipped or used on said barque, amounting to \$28.70, making the cash actually paid by Wood for said groceries actually furnished and put on board \$7.17.

THE FISH AND OIL FRAUD.

Wood rendered another bill of J. R. Woolsey, for fish and oil, amounting to \$39.85. This bill included thirty gallons of oil not shipped or used on said barque, amounting to \$30, making the amount actually paid by Wood for said supplies \$9.85.

THE BEEF, TONGUES, PORTER, CIDER AND ALE FRAUD.

Wood rendered his partner a bill of Benjamin Hall & Co., for stores, consisting of family-beef, tongues, porter, cider, lard, etc., amounting to \$214.90, no part of which was shipped or used on said barque.

THE FLOUR AND MEAT FRAUD.

Wood rendered his partner a bill of C. M. Holcomb, for flour, meat, etc., amounting to \$14.75, which included items amounting to \$8.25, which were not shipped on said barque.

FRAUDS IN THE PURCHASE OF EGGS, DUCKS, TURKEYS, OYSTERS, BEEF, PORK, AND VEGETABLES.

Wood rendered a bill of J. W. Fream, for poultry, etc., consisting of ducks, turkeys, eggs, oysters, fresh beef and pork, and vegetables, amounting to \$54.50, no part of which was shipped or used on said barque.

There are several other frauds in this outfit account, all of which were proven conclusively. It is astounding to see how he contrived to crowd into the account so many frauds on an aggregate purchase of less than \$2000, but which he magnified to near \$3600. He absolutely perpetrated a fraud in about every bill he purchased.

SOME OF THE FRAUDS IN THE PURCHASE OF THE CARGO SPECIFIED.

Wood's purchases of the cargo amounted, according to the bills he rendered his partner, to over \$7000, as we have before stated. But the actual cost of his purchases on this account was only about half this sum.

Some specimens of how this was done will be given.

THE CIGAR FRAUD.

Wood said he bought of Holt & Palmer a quantity of cigars, and represented that he had agreed to pay therefor the sum of \$374.15, and produced and exhibited to Marvine a paper which he, Wood, represented to be the bill rendered by said Holt & Palmer to him therefor, which bill, as presented by Wood to Marvine, corresponded with the representation. After the bill had been delivered, Wood fraudulently and deceitfully altered it, or caused it to be altered, by inserting in a line thereof in which the original charge was "10 M Palo Alto 8 80," the figure 1 before the 8, so as to make said charge \$18 instead of \$8 per thousand; and by placing the figure 1 before the extension of 80, so as to make the extension thereof \$180; and by altering the figure 2 at the footing of said bill into the figure 3, so as to make the footing thereof \$374.15 instead of \$274.15, as originally rendered.

THE BROOM FRAUD.

Wood said he bought of Taggart & Gray 100 dozen brooms, at \$1 $\frac{7}{8}$ per dozen, and exhibited to Marvine a paper purporting to be, and which he represented to be, the original bill, as rendered by said Taggart & Gray to him for said purchase, which bill, as so presented, corresponded with and sustained the representation so made by Wood. Marvine discovered that said brooms, so purchased, were bought by Wood at \$1 $\frac{3}{8}$ per dozen, and that the original bill was rendered by said Taggart & Gray for that price, but that after the delivery thereof by them, Wood fraudulently and deceitfully altered, or caused and procured the said bill to be altered, by changing the price from \$1 $\frac{3}{8}$ to 1 $\frac{7}{8}$ per dozen, and the extension from \$137 to \$187.

THE PAPER FRAUD.

Wood purchased from Cyrus W. Field & Co., a quantity of paper, amounting to the sum of \$569.76, and exhibited to Marvine a paper purporting to be, and which

he represented to be, the original bill thereof, as rendered by said Cyrus W. Field & Co. for said purchase, which bill, as so presented by Wood, corresponded with the representation. That since the settlement of the said account Marvinne, discovered that Wood did not purchase from Cyrus W. Field & Co. paper to the amount so represented by him. In the original bill, delivered by the said Cyrus W. Field to him, were the four items following:

60	reams	white	plain	letter,	\$1 $\frac{3}{4}$,	\$82 50
60	do.	do.	do.	do.	82 50	
40	do.	cap	do.	do.	50 00	
40	do.	do.	do.	do.	50 00	

Wood fraudulently and deceitfully altered, or procured to be altered, the said bill, so as to make the price of each of the sixty reams of paper mentioned in the first two items above stated, the sum of \$2 $\frac{3}{4}$ per ream, instead of \$1 $\frac{3}{4}$, and the extensions thereof to be \$142.50, instead of \$82.50 respectively, thus adding to each of said items the sum of \$60; and in like manner further fraudulently and deceitfully altered, or procured to be altered, the said bill, so as to make the price of each of the forty reams of paper mentioned in the last two items above stated, the sum of \$1 $\frac{3}{4}$ per ream, instead of \$1 $\frac{1}{4}$, and the extensions thereof respectively to be \$70 instead of \$50, thus adding to each of the said last two items the sum of \$20; and by fraudulently and deceitfully altering, or procuring to be altered, the footing of said bill from the sum of \$409.76 to the sum of \$569.76.

THE TOBACCO FRAUD.

Wood bought from James Hunter & Co., a quantity of tobacco to the amount of \$504.35, and exhibited to Marvinne a paper purporting to be the original bill of said purchase, as rendered to him by said James Hunter & Co., which bill, as so represented, corresponded with the representation. Wood fraudulently and deceitfully altered the bill so as to make the price 11 $\frac{1}{4}$ c. per pound, instead of 9c., and the extension thereof, \$471.38 instead of \$368.91, as in the original invoice, and by altering in like manner the footing thereof from \$401.56 to \$504.03.

THE OIL AND GLASS FRAUD.

Wood bought from Wm. E. Lawrence, a quantity of glass and linseed oil, amounting to the sum of \$825.11, and exhibited to Marvinne a paper purporting to be the original bill of the said William E. Lawrence delivered to him therefor. Wood fraudulently and deceitfully altered the said bill by making the discount upon the said glass 10 per cent instead of 30 per cent, and by fraudulently altering the extension thereof and the footing of said bill, so as to make the aggregate thereof the sum of \$825.11 instead of \$589.11.

THE FRAUD IN MATCHES.

Wood said he had paid to Charles Partridge \$526.24 for a quantity of matches; that said Partridge made at the same time, by the said barque John W. Cater, a shipment on his own private account, valued at \$2,000, and Wood charged said Partridge \$100 for insurance on his said goods, and deducted said sum from the amount of said bill for \$526.24. Wood did not insure the said cargo, nor pay any sum therefor, and did not pay to said Partridge any greater sum than \$426.24 for said matches.

THE RIGHT TO PUBLISH THE TESTIMONY IN THE MARVINE AND WOOD CASE—AN INJUNCTION SUED OUT BY WOOD, AND DISSOLVED BY THE COURT.

Our "model" Mayor, two years ago, fearing that the testimony in this case would find its way in the public prints, and thus injure him at the polls, sued out an injunction to restrain the publication of the testimony before the referees.

The following is the decision of Judges Duer and Oakley, dissolving the injunction:

Judge Duer: "Sitting as a judge, I am satisfied that I have no power to continue this injunction. I do not believe that a Court of Equity has ever attempted to restrain the publication of the proceedings in a pending action at law, either upon the grounds set forth in this complaint, or upon any other. Nor do I believe that, had the jurisdiction ever been claimed, the courts of law would have submitted to its exercise. It would have been regarded and resisted as manifest usurpation of power. It is the exclusive privilege of the Court in which the action is pending to determine whether for any reason the publication of the proceedings ought to be forbidden; and where the publication is deemed to be necessary or proper, it can only be regularly made by an order in the cause. The case is not altered by the fact that the action is pending in this Court, which is now a Court of Equity, as well as of law, for the Code has certainly not enlarged the equitable jurisdiction which it has given. It has given us no power to grant any other relief upon a complaint than that the Court of Chancery could have formerly granted upon a bill. If the plaintiff is entitled to the relief which he asks, he must seek it by a petition or motion in the action in which he is defendant. He has mistaken his remedy in filing this complaint.

"The motion to continue the injunction is denied, and the injunction heretofore granted is dissolved."

Oakley, Chief-Justice, concurred. L. B. Shepard, for plaintiff. James T. Brady, for defendant.

Thus it will be seen that our courts will not favor the idea that a knowledge of a man's crimes shall be hidden from the public. The right to publish the testimony includes the right to make such comments on it as truth and the public interest require. The community must be protected against the villainy of its members, even though they never aspire to public honors, or high official positions. But when those who have shown themselves bold and audacious in crime seek high places of power, patronage, and emolument, it becomes an important duty of the public press to hold them up to the public gaze in all the blackness of their true characters.

CONCLUSION.

And now, fellow citizens of the city and county of New-York, we ask you in sober seriousness whether there was ever before presented to your notice a mass of evidence so complete, so consecutive, so unanswerable, and so conclusive, as has been laid naked for your perusal and verdict in the preceding pages. If ever there existed a criminal whose coolness surpassed his crimes, it is the hero of these pages. If ever there lived a culprit whose callousness exceeded his criminality, it is our "model Mayor." His villanies have been as clearly proven, and as unmistakably demonstrated, as the clearest theorem in geometry. Fernando Wood has been a depredator in the bank, in the counting-house, at the merchant's desk, and in the Mayoralty chair.

On land and on water he has proved himself a merciless Shylock and shark. He has filled his purse by the vilest means, and from the blackest resources. The barque J. W. Cater was freighted with the crimes of this practised tactician in the vocations of villainy and fraud; and it is a miracle how that barque escaped being engulfed by the weight of crime which hung around and about her foully-obtained freight! What a man to be selected for the chief magistracy of a great commercial city! What recklessness could prompt a community to listen for a moment to the suggestion of any man, or body of men, to reëlect a stamped plunderer and an acknowledged perjurer to the Mayoralty chair? What blindness could have seized any party, however reckless and desperate may be its fortunes, to think that the people could endorse such a nominee for Mayor? What venality could induce any newspaper press, no matter to what depths of political degradation it may have before then sounded, to attempt to pawn such an excrescence upon an outraged people as this hero of a hundred perjuries and forgeries? If we were to seek in our State prison, or even to ransack the dreary regions below, it may be questioned whether we could find a candidate for public favor better adapted to plunder the tax-payers than this model swindler, this accomplished forger and classic perjurer—our "MODEL" MAYOR!

It would be a sad commentary upon the intelligence and integrity of our people should the returns of the next election announce the victory of Fernando Wood.

It will generally be admitted that a man who will defraud a partner in business—who will make false representations to another to induce him to enter into a partnership—who will prepare *false, simulated, or forged* papers and letters relating to the business of the partnership, and thereby induce another to invest large sums of money for their joint advantage—who will, after this fraud and deception has been practised, continue to perpetrate other frauds in the purchase of goods to a large amount, and render fraudulent bills to his partner, in which the quantity of

the articles purchased, and the prices paid for them, are greater than the true bills of purchase show, and then obtain from his partner the one half of the aggregate of the fraudulent prices—who will, when fearing detection, call upon the merchants from whom he purchased, and endeavor to prevail upon them to alter their bills, and make them more in amount than he actually paid them, and request them to hand these new and fraudulent bills to any one who might call to inquire into the matter—and who will, in every transaction relating to the partnership business, defraud and deceive his partner; we say it will be generally admitted that such a man is a dangerous member of society, a desperate and unmitigated villain, totally devoid of honorable principle, and preëminently unfit for high and honorable public station. No honorable man of any party would give such a person his vote for the Mayoralty.

It requires the strongest kind of testimony to satisfy the minds of our people that such bold and systematic frauds could be perpetrated by one partner upon another. Many will not believe that human nature can be so degraded as to have perpetrated so many frauds, and of so gross a character, throughout the entire business of a partnership.

But when the allegations of fraud are clearly shown by testimony as strong and conclusive as any that ever was given in a court of justice, then it becomes a matter of serious consideration for every good member of society. If circumstances should place such an individual before the community for their suffrages, for the highest office in their gift, then his character becomes a proper subject for discussion.

This candidate is Fernando Wood. There is the strongest possible proof that Mr. Wood has been guilty of all the fraudulent practices we have alluded to, and is a person totally unfit for public station, and unworthy of the public confidence.

In the whole history of mercantile life and business, we do not know where to look for a parallel to this in the atrocity of its frauds. No litigated case of partnership that we have ever heard of shows such consummate and systematic deception. The recital should put shamelessness itself to the blush.

The whole case is one of extreme interest to the public, and it is every man's duty to examine into it. It may be painful to our moral feelings to be convinced that a nominee for the Mayoralty stands thus disgraced; but we must remember that the elevation to office of such a man would extend the odium to all who participate in our elections. Better that Mr. Wood alone should suffer the loss of his reputation, and our city government be freed from such an executive head, than our whole people should be disgraced along with him.

There seems to have been on the part of Wood a preconcerted and villainous duplicity throughout the entire business of the Marvin partnership. This arch-scoundrel and unscrupulous scamp, committed the most outrageous frauds that are known to the history of mercantile crimes. The meanest and most matured plans were laid by him for a wholesale plunder of his partner. His whole talents seemed to be employed to see how much he could plunder on the purchases he made. He never purchased a bill of goods but what he perpetrated a fraud. He would endeavor to induce the merchant who sold him to charge a high price, so that he could deduct some 30 or 40 per cent for cash, and then alter the bill by changing the 30 or 40 per cent into 10 per cent. If he could not succeed in this, he would alter the prices in the bill, increase the quantity bought, or insert in the bill articles never purchased. By these means about every bill he handed to his partner for goods, etc., purchased by him, contained three or four fraudulent alterations, or forgeries.

This man Wood has contrived to get the endorsement of a few wealthy merchants. If these men imagine that they will control to any great extent the voters of this city, they are deluded. They may have power over the money-bags, but not over the minds and consciences of the people. Reëlect Fernando Wood, and you will prove that the way to reach eminence and power is by perfidy, robbery, perjury, and fraud. Reëlect him, and you throw the city in the hands of an unscrupulous ruffian, whose tools and friends will be those who will divide with him the profits of the gambling, lottery, and policy shops of our city.

In his recent nomination for the mayoralty he brought to his aid the police department, and used the whole power of his position to effect it. Immediately after

his defeat in his aspirations for the office of Governor, he organized an association, of which the members were bound to secrecy, having for its object his renomination, to the office of mayor. To this association various members of the police department were attached, in violation of the rule of that department, which forbids them to be members of any political organization. The immediate purpose of this secret organization was to control the general committee, and to place the primary elections in the hands of Mr. Wood, by the selection of those persons for inspectors who were committed to return a ticket favorable to his re-nomination, whether it should be elected or not.

"Having made these arrangements, he procured the majority of the general committee to adopt a rule by which himself and Daniel E. Sickles could come into that committee by substitution, and took his seat side by side with members of the police department who were there, as we have said, in violation of the rules and regulations of that department, and who obeyed his dictation in the votes they gave while there, and under his political command. Having thus become a member of the general committee, he proceeded to get through that body a plan of elections which should place every nomination in the city, whether for mayor, city judge, alderman, or councilman, member of Congress or other officer, entirely at his disposal. We do not deem it necessary to set forth here the monstrous evils which must spring from the conversion of the police department into a mere political machine for the accomplishment of the personal aims of an individual so reckless and unscrupulous as the present Mayor.

This business having been done, he himself moved his plan of primary elections. It was to the effect that the inspectors of elections should be appointed in each ward by a majority of the delegates from that ward, and that in those wards where there was no agreement, they should be appointed by a committee, to consist of Fernando Wood and a majority of his friends. The majority of this committee belonged to the secret organization to which reference has been made: and the plan was adopted by the votes of that organization, together with the votes of a few others who sought to save themselves in their own wards by yielding to the current. *Every member of the police department present in committee voted with Mr. Wood in its favor.*

The Committee of Organization met; Mr. Wood moved Mr. Sickles into the chair; he moved inspectors in all the wards in which no agreement had been had, and but one single inspector was appointed who was not known to be in his interest.

And to crown all, and deprive this stupendous fraud of even the pretext of regularity, the delegates thus chosen assembled at the Mayor's house the following Sunday, and resolved to take possession of the room of the Convention at Tammany Hall.

The subject of this biography is, perhaps, one of the most singular men in the community. The philosopher asserts that each individual has certain marked peculiarities of mind and morals, which distinguish him as positively from every other man as does the peculiar features of the face. Each man exhibits a group of distinctive traits belonging to the mind or heart, and which are the offspring of some natural tendency, or are the result of his education. Fernando Wood is innately prone to dishonesty. His whole business life shows him in the capacity of an artful knave, who loves money for the power it confers, but who prefers to get it by fraud, rather than by honorable, upright dealing. Whether as a merchant or a politician, he always operates secretly. His great desire to be Mayor of this city grew out of a supposition that the office would make him acquainted with all the schemes resorted to by the bold and lawless to plunder the community. No gambling-house, from the lowest crib to the most splendid establishment in the city, will ever be interfered with by him, so long as they divide the profits with the Mayor or his friends, who are believed by many to derive a pecuniary interest from the vocation. It is quite certain that no establishment of the kind can flourish in this city unless his friends share the plunder. And it is generally admitted in the fraternity of gamblers, that some of the Wood family must share the profits, or they will be broken up.

Wood possesses considerable power in prevailing on others, men of integrity, to render him their political support. At the time he was a candidate for the Mayoralty, two years ago, he was frequently known to shed tears in company with those

whose support he knew to be important. He solemnly asserted to them that he wanted to be Mayor so as to redeem his reputation. But no sooner in office than we find him prostituting the position to protect all the polluted and hellish practices which exist in the city. He has been charged with the practice of knavery in all the relations of life—of having defrauded friend and partner in business—of being a sharer in the plunder of the most lucrative illegal gambling transactions practised in the city. He is bold in all this crime. He moralizes against it in his public messages, and then retires to count over the profits he has realized from the illegal and swindling business. He who can fraudulently convert a bill of 75 cents into one of \$100.75, can not give character to a great commercial city, by being elevated to the Mayoralty. We have State-prisons for the reformation of criminals, and the office of Mayor was never intended as a position in which crime could be atoned for, or a villainous reputation whitewashed into purity. If the theory is sound that we should seek to convert our most adroit swindlers and forgers to honest, upright citizens, by giving them high civil positions, then we should expect the several parties to nominate candidates who resided within the walls of our prisons. Sincere repentance for past crimes does not require to emanate from the Mayor's office in the City Hall. It can be better had in the quiet closet, and by an altered life in business. Once establish the practice of elevating our worst men to office, and you offer a bounty on criminality. If we elect a Mayor whose reputation for integrity and rascality is notoriously bad, by the same reasoning we should expect him to fill all the offices in his gift with the same class of persons. This rule would bring the vile and infamous into public place, and morality, law, and common decency would be violated in every department of the city government. We doubt whether the oldest resident of this city can call to mind a period of time when there was greater demoralization in our city government. Wood has boldly assumed doubtful powers, and controls nearly every department of the city. To him, therefore, must be attributed the evils complained of.

It can scarcely be possible that any man who attentively peruses a history of his frauds will aid in his reelection. We think it may be assumed that he must be defeated. But his defeat must be the work of those who feel a deep interest in the reputation of our city, and who prefer an honest administration of the government. His saintly hypocrisy has been unveiled; the gauze that covered it has been removed. The honest portion of the public now see Fernando Wood in the light of a plunderer. His commendable acts when first elected Mayor, have all become obsolete. His absolute indifference to public morals, if he does not absolutely encourage crime and vice, is so perceptible that it can not be mistaken for honest intention. The Joseph Walker swindle developed his true aim, as soon as he had got fairly seated in the Mayor's chair. He opened his complaint-book merely to see where the plunder was, and when he found it, he seized upon it with avidity. He looks up his old friend Jones, to whom he once wanted to have the Marvin matters referred, and in haste proposes a contract to rob the city treasury of \$13,000. When the fraud is detected, Wood swears before the committee that he will indemnify the city for the loss growing out of the contract. He swore he would pay the damages out of his own pocket. He has not yet made his oath good, nor does any one suppose he ever intended to. He who could swear that he never presented a forged bill of sale, a forged letter, or fraudulently altered, or caused to be altered, a score of bills and vouchers, would not hesitate to swear that he would pay all the damages that the city incurred by his rascality. That he did, without any authority, reach out his polluted hand and dip it into the treasury-box of the city, and plunder it of the \$7500 which Jones got, and which he probably divided, there is no more doubt than there is that we have so stated it. To look at this man, Wood, in all the attitudes of life, as a merchant, a politician, or Mayor of the city, the heart sickens at the corruption evinced in his nature, and warns us that we must as a people, be more cautious in the exercise of the franchise, if we would preserve the reputation of our city.

A FIVE HUNDRED DOLLAR SALE.

The following, though not strictly in the line of the biography of our Mayor, may be appropriately appended to this number, as serving to show the reader the deep

interest manifested in this biographical sketch. I understood from a prominent citizen that certain parties were desirous to purchase the manuscript of this number. I was told that if I would step into Delmonico's at a particular hour of the day, I would meet a person who would pay \$500 for the manuscript. I called at the hour stated, and saw Col. Alexander Ming, Chief Clerk to the Mayor, Wm. M. Cooke, Private Secretary to his Honor, and Chas. M. Fletcher, the special friend of the Mayor, and a perfect gentleman. Observing this trio in close conversation in a corner of the bar-room, I very naturally came to the conclusion that they were the intended purchasers of the important documents in my possession. This supposition was soon proved correct. Mr. Cooke, one of the party, politely addressed me with a countenance as smiling as one of the Rothschilds or Stephen Girard, when they anticipated they saw before them a customer with whom a good bargain could be struck. He invited me to a little close conversation in a private room up stairs, in which was a large centre-table, apparently used for purposes of a little social gambling, for mere amusement—a recreation which the Mayor, nor his clerks or secretaries, have no right to interfere with. Friend Fletcher accompanied us to this pinnacle apartment, and Col. Ming did not, but, we suppose, remained in front of the building as a guard, that no intruder should be permitted to enter and interfere with certain contemplated arrangements, which he, of course, knew, or, at least, expected, would be soon consummated, when he could report progress to his Honor, who, no doubt, was waiting in a state of perturbation of mind to hear the result of the speculation.

After we were seated, Mr. Cooke said:

"I suppose you are aware of the nature of my business with you?"

"I suppose I am," said I.

"I have," said he, "\$500 for you, if you deliver to me a certain manuscript, and sign this paper." (Unfolding the following agreement.)

I read the document, suggested some alterations, and appended to it the concluding paragraph. The changes made were assented to, the paper was executed, and the money paid, in good notes of our city banks; not one of which was issued by the Shoe & Leather concern, in which the funds of the city are kept. This being done, the party dispersed quietly, and all in good humor.

Upon mature reflection, and by the advice of counsel, I have come to the conclusion that a biography of our Mayor ought to be published, and if in so doing the following agreement is violated, I am ready to pay to Wm. M. Cooke, or to any person he may name, \$500, so soon as he establishes before any tribunal of justice in the United States that the agreement has been violated, or that he is entitled to recover.

COPY OF AGREEMENT ENTRED INTO BETWEEN WM. M. COOKE, THE MAYOR'S PRIVATE SECRETARY, AND THE AUTHOR OF THIS BIOGRAPHY, IN PRESENCE OF CHAS. M. FLETCHER.

For and in consideration of the sum of five hundred dollars to me in hand paid by William M. Cooke of the City of New-York, the receipt whereof is hereby acknowledged, I, Abijah Ingraham, of said City, do hereby bind myself, and solemnly pledge my honor as a man, not to violate or break, either directly or indirectly, the following agreements hereby entered into by me:

I hereby agree that a certain manuscript written by myself relative to the Hon. Fernando Wood, and which said manuscript, on the payment of the above-mentioned sum, I have delivered to the said William M. Cooke in full, shall not be published in any newspaper, periodical, magazine, pamphlet, or book, issued in this city or elsewhere. I also do declare that I have no copy of said manuscript in my possession, and to the best of my knowledge and belief, state that no other person or persons have any copy or copies of the same.

I also agree for and in consideration of the said sum of five hundred dollars, not to write or cause to be written or published, or be concerned in the publication of any article or articles, or matter of any description, reflecting in any way, directly or indirectly, upon the Hon. Fernando Wood, previous to the general election in New-York in November, 1856.

I also agree that should the above conditions be violated by me, to pay back to the said William M. Cooke the sum of five hundred dollars paid to me by him, and in the event of my refusing to do so, the said William M. Cooke shall have ample remedy by recourse to legal proceedings in any court in the United States, to compel the payment of the same on satisfactory proof being adduced that any of the above conditions have been violated by me, or that I have broken faith with the said William M. Cooke, contrary to the foregoing stipulations.

If the manuscript now delivered to the said William M. Cooke should hereafter be published, I, Abijah Ingraham, shall be entitled to the profits arising from said publication.

ABIJAH INGRAHAM.

I certify that this is a true copy of the original delivered to Wm. M. Cooke, in the presence of C. FLETCHER.

Dated Sept. 23, 1856, at the City of New-York.